

The New Compleat

Conveyancer : ^c/₇

O R, 1838

Attorney's Director.

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By the late *GILES JACOB*, Gent.
Author of *The New Law-Dictionary*.

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P R E F A C E.

THERE needs no Encomiums
on the Usefulness of Prece-
dents to all those who practice
the extensive Art of Conveyancing,
nor any Apology for the Publication
of such as have never been printed
before; it may therefore be sufficient
to say that the following Sheets con-
tain very many curious, uncommon
and special Precedents, agreeable to
the Practice of the best and most
modern

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modern Conveyancers, and adapted to a great Variety of Cases not to be met with in other Books upon the same Subject; which renders it a necessary Supplement to whatever has been hitherto published, and very useful to all Practisers in the Law, but especially those whose Business requires a perfect Knowledge of Conveyancing.

The

The New Compleat

CONVEYANCER:

O R,

Attorney's Director.

**Deeds of Bargain and Sale
of Lands, Reversions, &c.**

*A Special Deed of Bargain and Sale of a
Reversion, of the Moiety of a Messuage
or Tenement, with particular Recitals
and Covenants.*

THIS Indenture made the Day,
 &c. in the sixteenth Year of the
 Reign of our Sovereign Lord George
 the Second, by the Grace of God,
 of Great Britain, France and Ireland King,
 Defender of the Faith, &c. and in the Year
 of our Lord One thousand seven hundred and
 forty-two, **Between** R. S. of the Parish of, &c.
 B in

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in the County of *Surrey*, Gentleman, of the one Part, and *J. D.* of, &c. in the County of *Middlesex*, Linnen-draper, of the other Part. **Whereas** *J. K.* late of, &c. aforesaid, Ironmonger, deceased, in and by his last Will and Testament, bearing Date the Day of, &c. in the Year of our Lord, &c. did give and devise unto his Sister *A.* then the Wife of *E. B.* but now a Widow, and to her Assigns, during the Term of her natural Life, **All** that his Freehold Messuage, Tenement or Dwelling-house, with the Appurtenances situate, standing and being in, &c. aforesaid, wherein he the said *J. K.* then lived, and from and after the Decease of his said Sister *A.* did give and devise the Reversion and Inheritance of all that his said Messuage, Tenement or Dwelling-house, with the Appurtenances, unto *L. K.* and *M. K.* Daughters of his Brother *T. K.* deceased, and to their Heirs and Assigns for ever, as by the said Will may more fully appear. **And whereas** the said *J. K.* soon after the making of his said Will died; and the said *A. B.* by Indenture bearing Date, &c. hath granted and released unto *J. S.* of, &c. and his Heirs, **All** that the said Freehold Messuage or Tenement, and Premises, with the Appurtenances above mentioned, for and during the Term of her the said *A.*'s natural Life, as the same was given to her the said *A.* in and by the last Will and Testament of the said *J. K.* above recited. **And** the said *M. K.* by Indenture, &c. hath also granted, released and conveyed unto the said *J. S.* and his Heirs and Assigns for ever, **All** that her Reversion of and in a Moiety or half Part of the said Messuage or Tenement and Premises, with
the

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B 2

ments,

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ments, Profits, Commodities and Appurtenances whatsoever to the said Messuage or Tenement belonging, or in any wise appertaining, and also a Moiety of the Rents, Issues and Profits thereof, and of every Part thereof; **To have and to hold** the said Reversion and Remainder of and in the said Moiety or half Part of the said Messuage or Tenement and Premises above mentioned to be hereby granted, and every Part thereof, with the Appurtenances, unto the said *J. D.* his Heirs and Assigns, to the only proper Use and Behoof of the said *J. D.* his Heirs and Assigns for ever. **And** the said *R. S.* for himself, his Heirs, Executors, Administrators and Assigns, doth covenant and grant to and with the said *J. D.* his Heirs and Assigns, that he the said *J. D.* his Heirs and Assigns, shall and may from Time to Time, and at all Times, from and immediately after the said Reversion of the said Premises shall happen to fall and descend, peaceably and quietly enter into, have, hold, occupy, possess and enjoy the said Moiety or half Part of the said Messuage or Tenement and Premises above mentioned, and every Part thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said *R. S.* his Heirs, Executors, Administrators or Assigns, and of all and every other Person or Persons whatsoever; and that freed and discharged of and from all former and other Bargains, Sales, Gifts, Grants, Leases, Releases or Confirmations, Estates, Rights, Titles, Troubles, Charges and Incumbrances whatsoever, had, made, committed, done or suffered by the said *R. S.* or by the said *L.*
his

Deeds of Bargain and Sale.

his Mother, or T. S. his Father, both deceased, or any other Person or Persons whatsoever, claiming or to claim by, from, or under him, them, or any or either of them. **And further,** That he the said R. S. and his Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Moiety, or half Part of the Messuage or Tenement and Premisses above mentioned to be hereby granted in Reversion, or any Part thereof, shall and will at all Times hereafter, upon the reasonable Request, and at the Costs and Charges of the said J. D. his Heirs or Assigns, make, do and execute, or cause or procure to be made, done and executed, all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Device and Devices, Conveyance and Conveyances in the Law whatsoever, for the further, better and more perfect granting, conveying and assuring of the said Moiety, or half Part of the said Messuage or Tenement and Premisses above mentioned, with the Appurtenances, unto the said J. D. as aforesaid, and his Heirs and Assigns, to the only proper Use and Behoof of the said J. D. his Heirs and Assigns for ever, as by the said J. D. his Heirs or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised or advised and required. **In witness** whereof the said Parties first above-named have to these present Indentures interchangeably set their Hands and Seals the Day and Year first above written.

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A Deed of Bargain and Sale of Lands, with Covenant for the Grantor and his Heir Apparent, to levy a Fine and other full Covenants, and Warranty against all Persons.

THIS Indenture made the Day of, &c. in the Year, &c. Between E. J. of, &c. Gentleman, and T. J. eldest Son and Heir Apparent of the said E. J. of the one Part, and H. B. of, &c. Yeoman, of the other Part, **Witnesseth**, That for and in Consideration of the Sum of, &c. of lawful Money of Great Britain, to the said E. J. in Hand paid by the said H. B. at or before the Sealing and Delivery of these Presents, the Receipt whereof the said E. J. doth hereby acknowledge, and thereof, and of every Part thereof, doth acquit, release and discharge the said H. B. his Heirs, Executors, Administrators and Assigns, and every of them for ever by these Presents, and for and in * Consideration of the Sum of five Shillings of like lawful Money, to the said T. J. in Hand paid by the said H. B. at and before the Sealing and Delivery of these Pre-

* Altho' there is only five or ten Shillings Consideration Money, 'tis sufficient to pass an Estate; but not in general, for divers good Causes and Considerations. And no Averment will lie against what is expressly affirmed in the Deed, unless it be questioned in *Chancery*, upon the Statute against fraudulent Conveyances. *Dyer* 90. But where on a Trial the Payment of the Money ought to be proved by Witnesses, see *Stile* 169. In a Bargain and Sale for a Year, &c. a Consideration of five Shillings will raise an Use, though it be never paid,

sents,

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sents, the Receipt whereof he the said *T. J.* doth hereby confess and acknowledge, they the said *E. J.* and *T. J.* have granted, bargained, sold, aliened, infeoffed and confirmed, and by these Presents do, and either of them doth grant, bargain, &c. unto the said *H. B.* his Heirs and Assigns for ever, All that Messuage or Tenement, with the Appurtenances, situate, lying and being in, &c. aforesaid, in the said County of, &c. and all those three Pieces or Parcels of Arable Land, Pasture and Meadow, called by the several Names of, &c. and containing by Estimation, &c. Acres, be the same more or less, and by whatsoever Name or Names, or howsoever the same, or any of them, are called or known, with their and every of their Rights, Members and Appurtenances whatsoever, now in the Tenure or Occupation of, &c. And the Reversion and Reversions, Remainder and Remainders, of all and singular the said Messuage or Tenement, Lands, Hereditaments and Premises hereby granted, and of every Part and Parcel thereof; and all Rents, Issues and Profits to the same, or any Part thereof incident or belonging; And also all the Estate, Right, Title, Interest, Claim and Demand whatsoever, of them the said *E. J.* and *T. J.* or either of them, in, to or out of the same Messuage or Tenement, Lands and Premises, and every Part and Parcel thereof, And all and every the Deeds, Charters, Writings and Muniments whatsoever, touching or concerning the said Premises hereby granted or mentioned to be granted, or any Part or Parcel thereof; **To have and to hold** the said Messuage or Tenement, Lands, Hereditaments, and all other the Premises hereby

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granted, bargained and sold, or mentioned or intended to be hereby granted, bargained and sold, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said *H. B.* his Heirs and Assigns for ever, **To** the only proper Use and Behoof of him the said *H. B.* his Heirs and Assigns for ever. **And** the said *E. J.* doth hereby grant for him and his Heirs, that he the said *E. J.* and his Heirs, the Messuage or Tenement, Lands, Hereditaments, and all and singular the Premisses above hereby granted, or mentioned or intended to be hereby granted, and every Part and Parcel thereof, with all and singular their and every of their Rights, Members and Appurtenances, unto the said *H. B.* his Heirs and Assigns, against him the said *E. J.* and his Heirs, and against all and every other Person and Persons whatsoever, shall and will warrant, and for ever defend by these presents. **And** the said *E. J.* and *T. J.* do for themselves severally, and for their several Heirs, Executors and Administrators, and for every of them, covenant and grant to and with the said *H. B.* his Heirs, Executors and Administrators, and to and with every of them by these Presents, that they the said *E. J.* and *T. J.* shall and will before the End of, &c. Term next ensuing the Date hereof, before the Justices of the Court of *Common Pleas* at *Westminster*, in due Form of Law, levy to the said *H. B.* and his Heirs one Fine *sur Cognizance de droit come ceo*, &c. with Proclamations according to the Form of the Statute in such Case made and provided, of all and singular the said Messuage or Tenement, Lands, Hereditaments and Premisses aforesaid, by such apt Names, Quantities and Qualities,

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Qualities, and Number of Acres, and in such Sort, Manner and Form, as by the said *H. B.* his Heirs or Assigns, or his or their Counsel learned in the Law shall be reasonably devised, or advised and required. **And** the said *E. J.* for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant and grant to and with the said *H. B.* his Heirs and Assigns, and to and with every of them, by these Presents, in Manner and Form following, (that is to say) that he the said *E. J.* now is the true and lawful Owner of the said Messuage or Tenement, Lands, Hereditaments, and all and singular other the Premises hereby granted, or mentioned to be hereby granted, and of every Part or Parcel thereof, with their and every of their Appurtenances; **And** is rightfully and absolutely seised thereof, and of every Part and Parcel thereof, of a good, pure, absolute and indefeasible Estate of Inheritance in Fee-Simple, without any Manner of Condition, Trust, Covenant, Proviso, or Limitation of Use or Uses, or other Matter or Thing whatsoever to alter, change, charge, determine, incumber or defeat the same; and that he shall and will continue to be seised of the said Premises, and of every Part and Parcel thereof, until a good, perfect and absolute Estate in Fee-Simple shall be thereof vested in him the said *H. B.* and his Heirs, according to the true Intent and Meaning of these Presents; **And** that the said *E. J.* now hath good Right, lawful and absolute Power and Authority in himself, to grant, alien and convey all and singular the said Messuage, Tenement, Lands, Hereditaments and Premises hereby granted, or mentioned or intended to be hereby

by

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by granted as aforesaid, and every Part and Parcel thereof, with the Appurtenances, unto the said *H. B.* his Heirs and Assigns, to the only Use of him the said *H. B.* his Heirs and Assigns in Manner and Form aforesaid. **And also** that the said *H. B.* his Heirs and Assigns, and every of them, shall or lawfully may from Time to Time, and at all Times hereafter, have, hold, occupy, possess and enjoy all and singular the said Messuage or Tenement, Lands, Hereditaments and Premises hereby granted, or mentioned to be hereby granted, and every Part and Parcel thereof, with all and singular their and every of their Appurtenances, and all the Rents, Issues and Profits thereof arising, accruing and growing, have, receive and take without any Manner of Let, Suit, Trouble, Eviction, Disturbance, or other Hindrance or Molestation whatsoever, of or by the said *E. J.* his Heirs or Assigns, or any other Person or Persons whatsoever, lawfully claiming, or to claim the said Messuage, Lands and Premises, or any Part or Parcel thereof; **And** that the same Messuage or Tenement, Lands, Hereditaments and Premises hereby granted, or mentioned or intended to be hereby granted as aforesaid, and every Part and Parcel thereof, with the Appurtenances, now are, and from henceforth for ever hereafter shall continue, remain and be, unto the said *H. B.* his Heirs and Assigns, free and clear, and freely, clearly and absolutely acquitted, exonerated and discharged, of and from all and all Manner of former and other Bargains, Sales, Gifts, Grants, Feoffments, Devises, Uses, Jointures, Dowers, Intails, Estates, Leases, Rights, Titles, Rents, Arrear-

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Arrearages of Rents, Issues, Fines, Post-Fines, Amerciaments, Debts, Duties, Judgments, Executions, Statutes-Merchant, and of the Staple, and all Debts of Record, Extents, Liberates, Seisures, Charges, Troubles, Forfeitures, Bonds, Annuities and Incumbrances whatsoever, had, made, committed, done, acknowledged or suffered, or caused to be had, made, &c. by the said *E. J.* or by any other Person or Persons whatsoever. And the said *E. J.* for himself, his Heirs, Executors and Administrators, and for every of them, doth further covenant and grant to and with the said *H. B.* his Heirs and Assigns, and to and with every of them, by these Presents, that he the said *E. J.* his Heirs and Assigns and the said *T. J.* and all and every other Person and Persons whatsoever, having or lawfully claiming, or which shall or may at any Time or Times hereafter have, or lawfully claim any Estate, Right, Title, or Interest of, in or to the said Premises hereby granted, or mentioned to be granted, or of, in or to any Part or Parcel thereof, shall and will from Time to Time and at all Times hereafter, upon the reasonable Request, and at the Costs and Charges in the Law of the said *H. B.* his Heirs and Assigns, or some of them, make, do, acknowledge, levy, execute and suffer, or cause or procure to be made, done, acknowledged, executed and suffered, all and every such further and other reasonable Act and Acts, Thing and Things, Device and Devices, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever, for the better and more perfect assuring, sure-making, conveying or confirming of the said Messuage or Tenement,

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ment, Lands and Premisses hereby granted, or mentioned to be granted, and of every or any Part or Parcel thereof, with all and singular their and every of their Appurtenances, unto the said *H. B.* his Heirs and Assigns, according to the true Intent and Meaning of these Presents; Be it by Fine or Fines, Feoffment, Deed inrolled, or not inrolled, the Inrollment of this present Indenture, common Recovery or Recoveries, with single, double or treble Voucher or Vouchers, Release and Confirmation, or by all and every or any of the said Ways and Means, or by any other Ways or Means whatsoever, as by the said *H. B.* his Heirs or Assigns, or any of them, or by his, their or any of their Counsel learned in the Law shall be reasonably devised, advised and required; **So** as the said further Assurance or Assurances to be made, do not nor shall contain any further Warranty than for enjoying the said Messuage or Tenement and Premisses only against the Parties thereunto and their respective Heirs, and touching Acts and Deeds done and suffered by them, or any of them; and so as for the acknowledging and executing of such further Conveyances and Assurances, the Persons that shall be required to make or execute the same, be not compelled or compellable for the doing thereof to travel further or elsewhere than to the Cities of *London* or *Westminster* or one of them. **And** it is declared, concluded and agreed by and between all the said Parties to these Presents, that the said Fine so as aforesaid to be levied, and all and every other Fine and Fines, Feoffment and Feoffments, Conveyance and Assurance in the Law whatsoever heretofore had

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had, made, levied and executed, or at any Time hereafter to be had, made, levied and executed by and between the said Parties to these Presents, or any of them, or by or between them or any of them, with any other Person or Persons, of the said Messuage or Tenement, Lands and Premisses, or any Part or Parcel thereof, shall be and enure, and shall be adjudged, deemed and taken to be and enure, To the only proper Use and Behoof of the said *H. B.* his Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever. In Witness, &c.

A Deed of Bargain and Sale of a Messuage and Lands, made by several Persons to a Purchaser, where the Premisses were before conveyed by Lease and Release.

THIS Indenture Tripartite made, &c. Between *A. B.* of, &c. and *M.* his Wife of the first Part, *E. D.* of, &c. Sister of the said *M. B.* of the second Part, and *T. F.* of, &c. of the third Part, Witnesseth, that the said *A. B.* and *M.* his Wife for and in Consideration of the Sum of 500 *l.* of lawful Money of Great Britain to them in Hand paid by the said *T. F.* the Receipt whereof they do hereby confess and acknowledge, and the said *E. D.* in Consideration of the Sum of 400 *l.* of like, &c. to her in Hand also paid by the said *T. F.* the Receipt whereof she doth hereby likewise acknowledge, which said several Sums of, &c. are the same Sums mentioned to be the Consideration of one Indenture of Release bearing equal Date herewith, and made between

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tween the Parties hereunto; and in pursuance and part of Performance of certain Covenants for future Assurance of the Messuage or Tenement and Premises, herein after mentioned, in the said Indenture of Release entered into by the said *A. B.* and *M.* his Wife and *E. D.* to the said *T. F.* **They** the said *A. B.* and *M.* his Wife and *E. D.* **Have** and every and either of them hath granted, bargained and sold, aliened and confirmed, and by these Presents do and every and either of them doth grant, bargain and sell, alien and confirm unto the said *T. F.* his Heirs and Assigns for ever, **All** that Messuage or Tenement, commonly called or known by the Name, &c. with the Rights, Members and Appurtenances thereof, situate, lying and being in the Parish, &c. in the County of, &c. And all Houses, Out-Houses, Edifices, Buildings, Orchards, Gardens, Lands, Meadows, Commons, Pastures, Feedings, Woods, Underwoods, Ways, Paths, Waters, Water-courses, Easements, Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever to the said Messuage or Tenement belonging, or in any wise appertaining, or which now are or formerly have been accepted, reputed, taken, known, used, occupied or enjoyed to or with the same, or as Part, Parcel or Member thereof, or of any Part thereof, lying and being in, &c. aforesaid, and also all those two Closes, or Pieces or Parcels of Land, with the Appurtenances called, &c. containing by Estimation, &c. situate and lying, &c. and now in the Possession of, &c. And also all other the Messuages, Lands, Tenements and Hereditaments whatsoever of them the said *A. B.* and *M.* his Wife, and

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E. D. or either of them, situate, lying and being in, &c. And also the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and singular the said Premises above mentioned, and of every Part and Parcel thereof with the Appurtenances; and also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of them the said *A. B. M.* his Wife and *E. D.* of, in and to the said Premises, and of, in and to every Part and Parcel thereof, with the Appurtenances; **To have and to hold** all and singular the said Messuage, Lands, Tenements, Hereditaments and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said *T. F.* his Heirs and Assigns, to the only proper Use and behoof of the said *T. F.* his Heirs and Assigns for ever. **And** the said *A. B.* for himself, his Heirs and Assigns, doth covenant and grant to and with the said *T. F.* his Heirs and Assigns, that he the said *T. F.* his Heirs and Assigns, shall and may from Time to Time, and at all Times for ever hereafter, peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said *A. B.* and *M.* his Wife, or either of them, their or either of their Heirs or Assigns, or of any other Person or Persons whatsoever, lawfully claiming, or to claim the said Premises by, from or under them, or either of them, or by, from or under, &c. deceased, (except as in and by the said Indenture of Release is mentioned to be excepted).

And

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tween the Parties hereunto ; and in pursuance and part of Performance of certain Covenants for future Assurance of the Messuage or Tenement and Premisses, herein after mentioned, in the said Indenture of Release entered into by the said *A. B.* and *M.* his Wife and *E. D.* to the said *T. F.* **They** the said *A. B.* and *M.* his Wife and *E. D.* **Have** and every and either of them hath granted, bargained and sold, aliened and confirmed, and by these Presents do and every and either of them doth grant, bargain and sell, alien and confirm unto the said *T. F.* his Heirs and Assigns for ever, **All** that Messuage or Tenement, commonly called or known by the Name, &c. with the Rights, Members and Appurtenances thereof, situate, lying and being in the Parish, &c. in the County of, &c. And all Houses, Out-Houses, Edifices, Buildings, Orchards, Gardens, Lands, Meadows, Commons, Pastures, Feedings, Woods, Underwoods, Ways, Paths, Waters, Water-courses, Easements, Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever to the said Messuage or Tenement belonging, or in any wise appertaining, or which now are or formerly have been accepted, reputed, taken, known, used, occupied or enjoyed to or with the same, or as Part, Parcel or Member thereof, or of any Part thereof, lying and being in, &c. aforesaid, and also all those two Closes, or Pieces or Parcels of Land, with the Appurtenances called, &c. containing by Estimation, &c. situate and lying, &c. and now in the Possession of, &c. And also all other the Messuages, Lands, Tenements and Hereditaments whatsoever of them the said *A. B.* and *M.* his Wife, and

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E. D. or either of them, situate, lying and being in, &c. And also the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and singular the said Premises above mentioned, and of every Part and Parcel thereof with the Appurtenances; and also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of them the said *A. B. M.* his Wife and *E. D.* of, in and to the said Premises, and of, in and to every Part and Parcel thereof, with the Appurtenances; **To have and to hold** all and singular the said Messuage, Lands, Tenements, Hereditaments and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said *T. F.* his Heirs and Assigns, to the only proper Use and behoof of the said *T. F.* his Heirs and Assigns for ever. **And** the said *A. B.* for himself, his Heirs and Assigns, doth covenant and grant to and with the said *T. F.* his Heirs and Assigns, that he the said *T. F.* his Heirs and Assigns, shall and may from Time to Time, and at all Times for ever hereafter, peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said *A. B.* and *M.* his Wife, or either of them, their or either of their Heirs or Assigns, or of any other Person or Persons whatsoever, lawfully claiming, or to claim the said Premises by, from or under them, or either of them, or by, from or under, &c. deceased, (except as in and by the said Indenture of Release is mentioned to be excepted).

And

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And the said *E. D.* for herself, her Heirs and Assigns, doth covenant and grant to and with the said *T. F.* his Heirs and Assigns, that he the said *T. F.* his Heirs and Assigns shall and may from Time to Time, and at all Times for ever hereafter, peaceably and quietly have, hold, occupy, possess and enjoy, all and singular the said Premises above mentioned, with the Appurtenances, without the Let, Suit, Trouble, Hindrance, Molestation, Interruption and Denial of her the said *E. D.* her Heirs and Assigns, and of all and every other Person and Persons whatsoever claiming by, from or under her, them, or any of them, or by, from, or under the said, &c. deceased. *In Witness, &c.*

A very special Deed of Bargain and Sale of an Advowson of a Church, in Trust for the Rector and his Heirs.

THIS Indenture Quadripartite, made, &c. Between *W. M.* of, &c. Gentleman, Son and Heir of *L. M.* late of, &c. Esquire, deceased, of the first Part, *S. R.* of, &c. aforesaid, the sole acting Executrix of the Last Will and Testament of the said *L. M.* of the second Part, *D. J.* Clerk Rector of, &c. in the County, &c. of the third Part, and *B. A.* of, &c. of the fourth Part. *Whereas* by an Indenture Tripartite inrolled in the High Court of *Chancery*, bearing Date the Day and Year, &c. made or mentioned to be made between *T. W.* of, &c. and *J. B.* of, &c. Esquires, of the first Part, the said *L. M.* of the second Part, and the said *D. J.* of the third Part, the
a
said

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said *T. W.* and *J. B.* in Consideration of the Sum of 320 *l.* to them in Hand paid by the said *L. M.* by the Direction and Appointment of the said *D. J.* did grant, bargain and sell unto the said *L. M.* his Heirs and Assigns, **All** that the Advowson, Donation, Presentation, Patronage, Right of Patronage, and free Disposition of the Parish Church of *A.* in the said County of, *Es.* with all Profits and Appurtenances whatsoever to the same in any Manner belonging or appertaining; **To Hold** the said Advowson, Donation, Presentation, Patronage, Right of Patronage, and free Disposition of the said Church, and all the Premises thereby granted, with their Appurtenances, unto and to the Use of the said *L. M.* his Heirs and Assigns for ever; in which Indenture there is contained a *Proviso*, and the said *L. M.* for himself, his Heirs and Assigns, did thereby covenant and agree to and with the said *D. J.* that if he the said *D. J.* should pay unto the said *L. M.* his Heirs, Executors, Administrators or Assigns, the full Sum of 336 *l.* upon several Days therein mentioned for Payment thereof and long since past; then the said *L. M.* his Heirs and Assigns would grant and convey unto the said *D. J.* his Heirs and Assigns the said Advowson, Donation, Presentation, Patronage, Right of Patronage, and free Disposition of the said Parish Church, with all Profits and Appurtenances to the same belonging, as by the said recited Indenture, Relation being thereunto had, may more fully appear. **And whereas** the said *L. M.* died some Time since, having made his Last Will and Testament in Writing, and the said *S. R.* his residuary Legatee, and having con-

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stituted the said *S. R.* and others Executors thereof; but the said *S. R.* only proved the same Will and acted in the Executorship, and as residuary Legatee and acting Executrix she became intitled to the Residue of the Principal and Interest-Money secured by the said Indenture, as was not paid to the said *L. M.* in his Life-Time: **And whereas** the said *W. M.* is Son and Heir at Law to the said *L. M.* and by Payments made by the said *D. J.* to the said *L. M.* in his Life-Time, and since his Death to the said *S. R.* all Principal and Interest, secured by the said recited Indenture, is fully paid and satisfied, and proper Discharges have been given for the same. **Now this Indenture witnesseth**, that the said *S. R.* doth hereby acknowledge and declare, that the said *L. M.* in his Life-Time, and she the said *S. R.* since his Death, have at several Times had and received of and from the said *D. J.* all the Principal and Interest-Money secured by the above recited Indenture, and thereof and therefrom doth acquit and release the said *D. J.* his Heirs, Executors, Administrators and Assigns by these Presents. **And this Indenture further witnesseth**, that for and in Consideration of the Sum of 5 *l.* of lawful Money of *Great Britain*, to the said *W. M.* in Hand paid by the said *B. A.* at and before the Sealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, he the said *W. M.* at the Request, and by the Direction of the said *S. R.* testified by her being a Party to, and Sealing and Delivery of these Presents, and at the Nomination, and by the Direction of the said *D. J.* testified by his being a Party to and Sealing and Delivery of

of these Presents, **Hath** granted, bargained and sold, and by these Presents doth grant, bargain and sell unto the said *B. A.* and his Heirs, **All** that the said Advowson, Donation, Presentation, Patronage, Right of Patronage, and free Disposition of the said Parish-Church of *A.* in the said County of, *&c.* with all Profits and Appurtenances whatsoever to the same in any manner belonging or appertaining; **To have and to hold** the said Advowson, Donation, Presentation, Patronage, Right of Patronage, and free Disposition of the said Church, and all and singular the Premises herein before-mentioned, and intended to be hereby granted, bargained and sold, with their Appurtenances, unto the said *B. A.* and his Heirs for ever; **In Trust** nevertheless for the said *D. J.* his Heirs and Assigns for ever. **And** the said *W. M.* for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said *B. A.* his Heirs and Assigns by these Presents, That he the said *W. M.* hath not made, done or executed any Act, Matter or Thing, whereby or wherewith the said Advowson and Premises hereby granted, bargained and sold, or any Part or Parcel thereof, are or is, or shall or may be any way impeached, charged or incumbered in Title, Charge, Estate or otherwise howsoever. **In Witness, &c.**

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A Deed of Bargain and Sale of a Messuage or Tenement, &c. to be Inrolled, according to the Statute.

THIS Indenture made, &c. Between
T. L. of, &c. of the one Part, and J. N.
of, &c. of the other Part, **Witnesseth** that
the said T. L. for and in Consideration of the
Sum of 200 l. of lawful Money of Great Bri-
tain, to him in Hand paid by the said J. N.
the Receipt whereof the said T. L. doth here-
by acknowledge, He the said T. L. hath
granted, bargained and sold, aliened and con-
firmed, and by these Presents doth grant, bar-
gain and sell, alien and confirm, unto the said
J. N. his Heirs and Assigns for ever, **All** that
Messuage or Tenement situate, lying and being
in, &c. in the County, &c. and also all those
Twenty Acres of Arable Land lying and be-
ing, &c. in the Tenure or Occupation of, &c.
And all Houses, Edifices, Buildings, Orchards,
Gardens, Commons, Pastures, Feedings, Trees,
Woods, Underwoods, Ways, Paths, Waters,
Water-Courses, Easements, Profits, Commo-
dities, Advantages, Emoluments, Heredita-
ments and Appurtenances whatsoever to the
said Messuage or Tenement and Lands belong-
ing or in any wise appertaining; And also the
Reversion and Reversions, Remainder and
Remainders, Rents and Services of all and
singular the said Premisses, and of every Part
and Parcel thereof, with the Appurtenances;
And also all the Estate, Right, Title, Inte-
rest, Claim and Demand whatsoever of him
the said T. L. of, in and to the said Premisses,
and

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and every Part and Parcel thereof; **To have and to hold** the said Messuage or Tenement, Lands, Hereditaments and Premisses above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said *J. N.* his Heirs and Assigns, To the only proper Use and Behoof of the said *J. N.* his Heirs and Assigns for ever. **And** the said *T. L.* for him and his Heirs, the said Messuage or Tenement and Premisses, and every Part thereof, against him and his Heirs, and against all and every other Person and Persons whatsoever to the said *J. N.* his Heirs and Assigns, shall and will warrant and for ever defend by these Presents. **In Witness, &c.**

Note; this Deed is good without Covenants; and neither the Death of the Bargainor or Bargainee, before the Inrollment, will hinder the passing of the Estate.

A Bargain and Sale, or Lease for a Year, whereon to ground a Release.

THIS Indenture made, &c. Between *B. J.* of, &c. of the one Part, and *E. W.* of, &c. of the other Part, **Witnesseth** that the said *B. J.* for and in Consideration of the Sum of 5 s. of lawful Money of *Great Britain* to him in Hand paid by the said *E. W.* at or before the Sealing and Delivery of these Presents, the Receipt whereof he doth hereby acknowledge, **hath** granted, bargained and sold, and by these Presents doth grant, bargain and sell unto the said *E. W.* **All** that Messuage or Tenement, &c. with the Rights, Members and Appurtenances, situate, lying
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and being, &c. together with all Houses, Out-houses, Edifices, Buildings, Gardens, Orchards, Lands, Meadows, Commons, Pastures, and Common of Pasture, Feedings, Woods, Underwoods, Ways, Paths, Waters, Water-courses, Easements, Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever to the said Messuage or Tenement belonging or in any wise appertaining, or which now are, or formerly have been held, used, occupied or enjoyed to or with the same, or accepted, reputed, taken or known as Part, Parcel or Member thereof, or of any Part thereof, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the said Premises, and every Part and Parcel thereof, with the Appurtenances ; **To have and to hold** the said Messuage or Tenement, Lands, Hereditaments and Premises above granted, bargained and sold, and every Part and Parcel thereof, with the Appurtenances, unto the said *E. W.* his Executors, Administrators and Assigns, from the first Day of this Instant, &c. (or from the Day before the Day of the Date hereof) for and during and unto the full End and Term of one whole Year, from thenceforth next ensuing, and fully to be compleat and ended ; **Yielding and Paying** therefore one Pepper-Corn, at or upon the Feast-Day of *St. Michael* the Archangel next ensuing, the Date hereof, (or at the Expiration of the said Year) if the same shall be lawfully demanded, **To the Intent** that by Virtue of these Presents, and by Force of the Statute made for transferring of Uses into Possession, he the said *E. W.* may be in the actual Possession of all
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and singular the Premisses above bargained and sold with the Appurtenances, and be thereby enabled to accept and take a Grant and Release of the Reversion and Inheritance thereof to him and his Heirs, to the only proper Use and Behoof of the said *E. W.* his Heirs and Assigns for ever, (or to him and his Heirs for ever). Here, *If the Release be of Lands to Trustees to Uses, &c.* say; And be thereby enabled to take and accept a Grant and Release of the Reversion and Inheritance thereof to them and their Heirs, to, for and upon such Uses, Intents and Purposes as shall be thereof declared, &c. **In Witness** whereof the said *B. J.* hath to this present Indenture set his Hand and Seal the Day and Year first above written.

Deeds of Release, Feoffments and other Conveyances.

A Deed of Conveyance by Release of several Messuages or Tenements during the Life of the Relessor, subject to the Payment of an Annuity, with very special Proviso's, and Covenants therein.

THIS Indenture made, &c. Between R. F. of, &c. Gentleman of the one Part, and S. G. of, &c. Druggist of the other Part, **Witnesseth** that the said R. F. for and in Consideration of 200 l. of good and lawful Money of Great Britain to him in Hand paid by the said S. G. at or before the Sealing and Delivery of these Presents, the Receipt whereof the said R. F. doth hereby acknowledge, and thereof and of every Part thereof doth by these Presents acquit, exonerate and discharge the said S. G. Hath granted, bargained, sold, aliened, released and confirmed, and by these Presents doth grant, bargain, &c. unto the said S. G. (in his actual Possession now being by Virtue of a Bargain and Sale to him thereof made by the said R. F. for one Year by Indenture bearing Date the Day next before the Day of the Date of these Presents, and by Force of the Statute made for transferring Uses into Possession) and to his Heirs, **All** those three Messuages or Tenements, and all those Pieces or Parcels of Ground, with their
and

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and every of their Appurtenances, situate, standing, lying and being in or near, &c. in the Parish of, &c. in the County of *Middlesex*, and now or late in the Tenure or Occupation of, &c. and all other the Messuages, Lands, Tenements and Hereditaments whatsoever, with their and every of their Appurtenances, situate, lying or being in or near, &c. afore-said, or elsewhere within the said Parish of, &c. which in and by the Last Will and Testament of *W. F.* late of *Gray's Inn* in the said County of *Middlesex*, Esquire, deceased, were devised or meant or mentioned to be devised to the said *R. F.* for and during the Term of his natural Life, or whereof the said *R. F.* hath at any Time been seised or possessed since the Death of the said *W. F.* together with all and singular the Edifices, Buildings, Yards, Backsides, Rooms, Cellars, Sollars, Lights, Easements, Ways, Passages, Commodities, Rights, Privileges, and Appurtenances whatsoever to the said Messuages or Tenements and Premisses, or any Part or Parcel thereof, belonging or in any wise appertaining, or therewith usually held, occupied or enjoyed, or accepted, reputed or taken as Part, Parcel or Member thereof, or of any Part thereof; And the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the said Premisses, and of every Part and Parcel thereof; And all the Estate, Right, Title, Interest, Use, Trust, Inheritance, Property, Claim and Demand whatsoever, either in Law or Equity, of him the said *R. F.* of, in, to or out of the said Messuages, or Tenements and Premisses, and every Part and Parcel thereof; And also all
Deeds,

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Deeds, Evidences and Writings whatsoever relating to or concerning the same Messuages or Tenements and Premisses, or any Part or Parcel thereof; **To have and to hold** the said Messuages or Tenements, Pieces and Parcels of Ground, and all and singular other the Premisses, with their and every of their Rights, Members and Appurtenances unto the said S. G. his Heirs and Assigns, for and during the natural Life of the said R. F. And to the only proper Use and Behoof of him the said S. G. his Heirs and Assigns; **Subject** nevertheless to the Payment of an Annuity, or yearly Rent-Charge of 30 *l.* of lawful Money of *Great Britain* to be issuing and going out of the said Messuages or Tenements and Premisses, and to be paid to him the said R. F. or his Assigns, yearly and every Year during the Term of the natural Life of the said R. F. by four quarterly Payments, at or upon the four most usual Feasts or Days of Payment in the Year, that is to say, the Feasts of the Nativity of Saint *John* the Baptist, of St. *Michael* the Archangel, the Birth of our Lord *Christ*, and the Annunciation of the Blessed Virgin *Mary*, by even and equal Portions, and without any Deduction for Taxes or other Abatement whatsoever; the first Payment to be made at the Feast-Day of the Nativity of St. *John* the Baptist next ensuing the Date of these Presents. **Provided** always that in Case the said Annuity or Rent-Charge, or any Part thereof, shall happen at any Time to be in Arrear and unpaid for the Space of one Calendar Month after any of the said Feast-Days, or Days of Payment, whereon the same ought to be paid as aforesaid, the same being lawfully

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fully demanded of the said S. G. his Heirs or Assigns, That then and so often as the said Annuity or Rent-Charge shall be so in Arrear, it shall and may be lawful to and for the said R. F. or his Assigns, to enter into and upon the said Messuages or Tenements and Premisses and every or any Part or Parcel thereof, and distrain for the said Annuity or Rent-Charge so in Arrear as aforesaid; And the Distreins and Distresses then and there found to take, carry away, detain and keep until the said Annuity and all Arrears thereof, with the Costs and Charges thereabout, shall be fully paid and satisfied. **And Provided also,** that if the said S. G. his Heirs or Assigns, shall at any Time hereafter during the natural Life of the said R. F. at one entire Payment well and truly pay or cause to be paid to the said R. F. or his Assigns the Sum of 300 l. of lawful Money of *Great Britain*, together with all Arrears if any there be of the said Annuity or Rent-Charge, That then and immediately, from and after such Payment of the said Sum of 300 l. and all the Arrears of the said Annuity or Rent-Charge as aforesaid, or from and after a lawful Tender thereof and Refusal, the said Annuity or Rent-Charge shall absolutely cease and determine; any Thing in these Presents contained to the contrary notwithstanding. **Provided also,** that if he the said S. G. his Heirs or Assigns, shall at any Time hereafter, by due Course of Law, lose or be lawfully ejected out of the Possession of any of the said Messuages or Tenements, or of any Part or Parcel of the Premisses hereby granted and released, or mentioned so to be, by any Person or Persons lawfully claiming or to claim by,
from

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from or under the said *R. F.* or by means of any Mortgage, Judgment, Recognizance, Execution, or other Incumbrance whatsoever, had, made, committed, suffered, acknowledged or done by the said *R. F.* That then and from thenceforth the said Annuity or Rent-Charge shall cease and determine; any Thing herein contained to the contrary notwithstanding. **And** the said *R. F.* doth for himself, his Heirs, Executors and Administrators, and every of them, covenant, grant, promise and agree to and with the said *S. G.* his Heirs and Assigns, by these Presents, in Manner and Form following, (that is to say) that he the said *R. F.* at the Time of his Sealing and Delivery of these Presents, is lawfully, rightfully and absolutely seised for the Term of his natural Life of all and singular the said Messuages or Tenements and other the Premises hereby granted and released, or meant and mentioned so to be, with their and every of their Rights, Members and Appurtenances; And that he the said *R. F.* hath good Right, lawful and absolute Power and Authority in himself to grant, bargain, sell, alien, release and confirm all and singular the said Messuages or Tenements and Premises with their and every of their Appurtenances, unto the said *S. G.* his Heirs and Assigns, in Manner and Form aforesaid. **And also** that the said *S. G.* his Heirs and Assigns, and every of them, shall or lawfully may from Time to Time and at all Times hereafter during the natural Life of the said *R. F.* freely, quietly and peaceably have, hold, occupy, possess and enjoy all and singular the said Messuages or Tenements and Premises hereby granted and released, or mentioned

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tioned so to be, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances, and to receive and take the Rents, Issues and Profits thereof, without the Let, Suit, Trouble, Eviction, Disturbance or Molestation whatsoever of him the said R. F. his Heirs or Assigns, or of any other Person or Persons lawfully claiming or to claim by, from or under him, them or any of them, and without the lawful Let, Suit, Trouble, Eviction, or Molestation of any Person or Persons whatsoever. **And** that all and singular the said Messuages or Tenements and other the Premises hereby granted and released, or meant and mentioned so to be, with their and every of their Appurtenances, now are, and from henceforth shall be, remain and continue, unto the said S. G. his Heirs and Assigns during the natural Life of the said R. F. free and clear, and freely, clearly, and absolutely acquitted, exonerated and discharged of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Estates, Feoffments, Devises, Uses, Trusts, Rights, Titles, Rents, Issues, Fines, Amerciaments, Debts, Duties, Judgments, Executions, Recognizances, Statutes, Extents, Seizures, Mortgages, Jointures, Dowers, Troubles, Charges and Incumbrances whatsoever had, made, committed, done, acknowledged or suffered, or caused to be had, made, committed, done, acknowledged or suffered by the said R. F. or by any other Person or Persons by his Means, Consent, Privity, Knowledge or Procurement, (**Saving** and Excepting the said Annuity or yearly Rent-Charge of 30 l. herein before reserved). **And further** that
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the said *R. F.* and every other Person and Persons any Thing having or lawfully claiming in the said Premisses, or any Part or Parcel thereof, by, from or under him, shall and will from Time to Time and at all Times hereafter, during the natural Life of the said *R. F.* at and upon the reasonable Request, and at the Costs and Charges in the Law of the said *S. G.* his Heirs or Assigns, make, do, levy and execute, or cause to be made, done, levied and executed, all and every such further and other reasonable Act and Acts, Deed and Deeds, Thing and Things, Conveyances and Assurances in the Law whatsoever for the farther, better, and more perfect Assurance, suremaking and conveying of all and singular the said Messuages or Tenements and other the Premisses hereby granted and released, or meant and mentioned so to be, and every Part and Parcel thereof, with their and every of their Appurtenances unto the said *S. G.* his Heirs and Assigns, for and during the natural Life of the said *R. F.* **Be** it by Fine or Fines, Feoffment or Feoffments, Deed or Deeds inrolled or not inrolled, Release, or Confirmation, or by all and every or any of the said Ways or Means, or by any other Ways or Means in the Law whatsoever, as by the said *S. G.* his Heirs or Assigns, or by his or their Counsel learned in the Law shall be reasonably devised, advised or required. **And** it is hereby covenanted, granted and agreed by and between the said Parties to these Presents, and they do hereby declare, that all and singular Fine and Fines, further Assurances and Conveyances whatsoever of the said Premisses hereby granted, or mentioned to be granted, or

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any Part or Parcel thereof, hereafter to be had, made, levied or executed by or between the said Parties to these Presents, or either of them, or whereto they or either of them shall be Party or Parties, **Shall be** and enure, and shall be construed, deemed and taken to be and enure, **To** the only proper Use and Be-
hoof of the said S. G. his Heirs and Assigns, as
aforesaid, and to no other Use, Intent or Pur-
pose whatsoever. **And Lastly** it is covenanted
and agreed by and between the said Parties to
these Presents, that it shall and may be lawful
to and for the said R. F. or his Assigns, to re-
ceive and take to his and their own proper
Use, all the Rents of the Premises hereby
granted, which shall become due at the Feast
of the Annunciation of the Blessed Virgin
Mary next ensuing the Date of these Presents;
any Thing in these Presents contained to the
contrary notwithstanding. * **In Witness, &c.**

* Lease and Release, is the common Conveyance of Lands, now in Use; and the Lease for a Year and Release being in the Nature of one Deed, make but one Conveyance in Law. 1 *Mod.* 263. The Recital of such Lease, in a Deed of Release, is held to be good Evidence of a Lease against the Relessor, and those claiming under him. *Mod. Cas.* 44. In a Covenant that the Relessor is seised, and hath Right to Grant, if he has Nothing in the Lands, it is a Breach of Covenant, for which an Action lies. 2 *Bulst.* 12. And when a Covenant is that the Lands shall be peaceably held, in general, free from Disturbance of all Persons, it extends only to lawful Interruption; but when it is special against such a Man, then it extendeth to any Interruption or Disturbance by him. *Cro. Eliz.* 212. Covenant in a Release that Land shall continue of such Value, notwithstanding any Act done, extends but to the Time of the Covenant made; not the Time future. *Ibid.* On Covenant for further Assurance of Lands, the Party is not obliged to make such Assurance with Covenants. 1 *Sid.*

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A Special Conveyance by Lease and Release, of several Parcels of Land, before mortgaged, with Covenant to levy a Fine for better Security, &c. which Fine is now declared to the Use of the Purchaser and his Heirs for ever.

THIS Indenture Tripartite made, &c. Between R. P. of, &c. and A. his Wife, which said A. is Daughter and Heir of J. C. late of, &c. who was the eldest Brother and Heir at Law of M. M. formerly M. C. Daughter and Devisee of T. C. late of, &c. deceased, of the first Part, M. A. of, &c. Widow of the second Part, and E. B. of, &c. Yeoman of the third Part. *Whereas* in and by a certain Indenture Tripartite bearing Date, the Day, &c. last past, before the Date of these Presents, made or mentioned to be made between the said R. P. and A. his Wife of the first Part, T. W. of, &c. of the second Part, and the said M. A. of the third Part, in Consideration of the Sum of 50 l. to the said R. P. and A. his Wife in Hand paid by the said M. A. and also in Consideration of the Sum of 5 s. to the said R. P. and A. his Wife paid by the said T. W. The said R. P. for himself and the said A. his Wife, and their Heirs, did covenant with the said T. W. that he the said R. P. and A. his Wife should and would as of the then present *Easter* Term acknowledge and levy in due Form of Law before his Majesty's Justices of the Court of Common Pleas at *Westminster* unto the said T. W. and his Heirs one Fine *Sur Conuzans de Droit come ceo*, &c. with Proclamations

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to be thereupon had according to the Form of the Statute in that Case made and provided, of **All** those seven Acres of Arable Land, be the same more or less, situate, lying and being in the Parish of, &c. in the County, &c. at or near a Place there called, &c. and then and now in the Occupation of, &c. containing the several Parcels following, (that is to say) Two Acres of Land lying in the Ground called, &c. on the East Side of the said Ground, one Acre and an half of Land lying in, &c. common Field, abutting South and North upon, &c. And the Lands occupied by, &c. on the East and West Sides thereof, one Acre of Land lying and abutting, &c. one Acre of Land lying in, &c. and one Acre and an half of Land lying, &c. with their and every of their Appurtenances; And which said Lands were formerly the Estate and Inheritance of *T. C.* of, &c. aforesaid deceased, who by his Last Will and Testament bearing Date the Day, &c. in the Year of our Lord, &c. did give and devise the same unto his Daughter *M. C.* afterwards the Wife of one *R. M.* and to her Heirs and Assigns for ever, and which upon the Decease of the said *M. M.* descended unto the said *A. P.* as Heir at Law to the said *M. M.* subject to an Estate for Life which the said *R. M.* had, and was by Virtue of the Curtesy of *England* intituled to therein; **Which** said Fine of the said Lands and Premises was afterwards acknowledged and levied accordingly; and it was declared by and between the said Parties to the said Indenture, that the said Fine and all other Fines to be had and levied of the said Lands by them or any of them, should be and enure To the only proper Use

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of the said *M. A.* her Heirs and Assigns for ever; In which said Indenture it is nevertheless provided, That if the said *R. P.* and *A.* his Wife, or either of them, their or either of their Heirs or Assigns, did and should pay, or cause to be paid to the said *M. A.* her Executors, Administrators, or Assigns the Sum of fifty-one Pounds and five Shillings on the Day of, &c. then next ensuing and now last past, That then the said *M. A.* her Heirs or Assigns, should at the Request and Costs of the said *R. P.* and *A.* his Wife, by sufficient Conveyance in the Law, convey and assure the said Lands and Premises, and all her and their Estate therein, unto such Person or Persons, and for such Estate or Estates, as the said *R. P.* and *A.* his Wife should direct and appoint, as in and by the said recited Indenture (among other Things therein contained) may more fully appear. **And whereas** the said *E. B.* hath contracted and agreed with the said *R. P.* and *A.* his Wife, to pay unto the said *M. A.* the said Sum of fifty-one Pounds and five Shillings, with eight Shillings more now due for Interest, making together fifty-one Pounds and thirteen Shillings, and to give to the said *R. P.* and *A.* his Wife, the further Sum of fifty-three Pounds and seven Shillings, for the absolute Purchase of the Fee-Simple and Inheritance of the said Lands above mentioned, on the said *M. A.*'s executing a sufficient Conveyance of the said Premises to the said *E. B.* and his Heirs, by the Direction of the said *R. P.* and *A.* his Wife, according to the Proviso in the said recited Indenture, declaring the Uses of the Fine above mentioned to be levied, and on their joining in the making

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king thereof. And whereas the said *R. P.* and *A.* his Wife have directed and appointed, and hereby do direct and appoint the said *M. A.* to execute such Conveyance of the said Lands to the said *E. B.* his Heirs and Assigns, pursuant to the aforesaid Power, and the said Contract and Agreement. Now this Indenture witnesseth, that for and in Consideration of the said Sum of fifty-one Pounds and thirteen Shillings of lawful Money of *Great Britain* to the said *M. A.* in Hand paid by the said *E. B.* by and with the Consent and Direction of the said *R. P.* and *A.* his Wife, and in pursuance of the Agreement above recited, the Receipt whereof the said *M. A.* doth hereby confess and acknowledge, and in Consideration of the said Sum of fifty-three Pounds and seven Shillings of like lawful Money of *Great Britain* to the said *R. P.* and *A.* his Wife in Hand also paid by the said *E. B.* the Receipt whereof they the said *R. P.* and *A.* his Wife do hereby acknowledge, and thereof and of every Part thereof do acquit, release and discharge the said *E. B.* his Heirs, Executors and Administrators by these Presents, She the said *M. A.* at the Request and by the Direction and Appointment of the said *R. P.* and *A.* his Wife as aforesaid, testified by their joining herein and signing and sealing thereof; And they the said *R. P.* and *A.* his Wife, have and every and either of them hath granted, bargained and sold, aliened, released and confirmed, and by these Presents do and every and either of them doth fully, freely and absolutely grant, bargain and sell, alien, release and confirm unto the said *E. B.* (in his actual Possession now being, by Virtue of a Bargain

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and Sale to him thereof made for one Year by Indenture bearing Date the Day next before the Day of the Date of these Presents, and by Force of the Statute for transferring of Uses into Possession) and to his Heirs and Assigns for ever, **All** and singular the said seven Acres of Arable Land, situate, lying and being in, &c. aforesaid; And containing the several Parcels above mentioned, together with all Ways, Waters, Easements, Commodities, Advantages, Hereditaments and Appurtenances thereunto belonging; And the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Premises, and every Part and Parcel thereof with the Appurtenances; And also all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever as well in Equity as in Law of them the said *M. A. R. P.* and *A.* his Wife, and every and either of them, of, in and to the same Premises, and of, in and to every Part or Parcel thereof with the Appurtenances; And also all Deeds, Evidences and Writings touching or concerning the said Premises above mentioned, or any Part thereof, now in their or either of their Custody or Possession, or which the said *R. P.* can or may get or come by without Suit in Law; **To have and to hold** the said seven Acres of Arable Land and Premises above in and by these Presents granted and released, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said *E. B.* his Heirs and Assigns, To the only proper Use and Behoof of the said *E. B.* his Heirs and Assigns for ever. **And** the said *R. P.* for himself, his Heirs and Assigns, doth covenant

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covenant and grant to and with the said *E. B.* his Heirs and Assigns, that they the said *R. P.* and *A.* his Wife and *M. A.* are, or some or one of them now is, lawfully and rightfully seised, in their or one of their own Rights or Right, of a good, sure, perfect, absolute and indefeasible Estate of Inheritance in Fee-Simple, of and in the said Premises above mentioned, with the Appurtenances; **And also** that they the said *R. P.* and *A.* his Wife, and *M. A.* have, or some or one of them, now hath good Right, full Power, and lawful Authority in their, or one of their own Rights or Right to grant, bargain, sell, and convey all and singular the said Premises, with their and every of their Appurtenances, unto the said *E. B.* his Heirs and Assigns, To the only proper Use and Behoof of the said *E. B.* his Heirs and Assigns for ever, in Manner and Form aforesaid, according to the true Intent and Meaning of these Presents; **And also** that he the said *E. B.* his Heirs and Assigns, shall and may from Time to Time and at all Times for ever hereafter, peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said Lands and Premises above granted and released, and every Part and Parcel thereof with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption, or Denial of them the said *R. P.* *A.* his Wife, and *M. A.* or any or either of them, their or any or either of their Heirs or Assigns, or of any other Person or Persons whatsoever lawfully claiming or to claim by, from or under them, or either of them, or by, from or under the aforesaid *T. C.* *M. C.* and *J. C.* deceased, or either of them; **And** that freed

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and discharged, or otherwise well and sufficiently saved harmless and kept indemnified of and from all former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Jointures, Dowers, Uses, Wills, Intails, Fines, Post-Fines, Issues, Amerciaments, Seizures, Bonds, Annuities, Writings obligatory, Statutes Merchant, and of the Staple, Recognizances, Extents, Judgments, Executions, Rents and Arrearages of Rent, and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances whatsoever, had, made, committed, done or suffered, or to be had, made, committed, done or suffered by them the said *R. P.* and *A.* his Wife, and *M. A.* or either of them, or by the said *T. C. M. C.* and *J. C.* deceased, or any of them, or by any other Person or Persons lawfully claiming or to claim by, from or under them, or any or either of them. **And further** that the said *R. P.* and *A.* his Wife and their Heirs, and all and every other Person and Persons and his and their Heirs, having or lawfully claiming any Estate, Right, Title or Interest of, in or to the said Premises above granted and released, or any Part thereof, by, from or under them, or either of them, or by, from or under the said *T. C. M. C.* and *J. C.* deceased, or any of them, shall and will at all Times hereafter, upon the reasonable Request, and at the Costs and Charges of the said *E. B.* his Heirs or Assigns, make, do and execute, or cause or procure to be made, done and executed, all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Device and Devices, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever

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soever for the further, better and more perfect granting, conveying and assuring of all and singular the Premises above mentioned and every Part and Parcel thereof, with the Appurtenances, unto the said *E. B.* his Heirs and Assigns for ever, Be it by Fine, Recovery, Feoffment, Deed inrolled or not inrolled, or by any other Ways or Means whatsoever, as by the said *E. B.* his Heirs or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, or advised and required. **And** it is hereby covenanted, granted and agreed by and between the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared, That the said Fine already levied by the said *R. P.* and *A.* his Wife, in Manner as aforesaid, and all and every other Fine and Fines, and also all and every Recovery and Recoveries, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever already had, made, levied, suffered, executed and acknowledged, or at any Time hereafter to be had, made, levied, suffered, executed and acknowledged, by or between the said Parties to these Presents, or any or either of them, or by or between them, or any or either of them, and any other Person or Persons whatsoever, of the said Premises above mentioned, or any Part thereof, either alone by it self, or jointly with any other Lands, Tenements, or Hereditaments, **Shall** be and enure, and shall be adjudged, esteemed and taken to be and enure, as for and concerning all and singular the said Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, to and for the only proper Use and Behoof of

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the said *E. B.* his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents, and to and for none other Use, Intent or Purpose whatsoever. And the said *M. A.* for herself, her Heirs and Assigns, doth covenant and grant to and with the said *E. B.* his Heirs and Assigns, that she the said *M. A.* hath not made, done or committed, any Act, Matter or Thing whatsoever, whereby or wherewith the said Premises above mentioned, or any Part thereof, are, is, shall or may be charged or incumbered in Title, Estate, or otherwise howsoever. In witness, &c.

A Deed of Release and Confirmation of a Farm and Lands that were granted in Mortgage, with a Covenant to levy a Fine thereof, and the Money secured not being paid, the Mortgagee agrees for the Purchase of the Land, but is to retain Part of the Consideration Money in his Hands, for paying an Annuity charged on the Premises, &c. with long and Special Recitals, and Covenants, and an Account stated.

THIS Indenture made, &c. Between *W. H.* of, &c. and *E.* his Wife of the one Part, and *J. D.* of, &c. of the other Part. Whereas by Indenture of Release bearing Date, &c. made or mentioned to be made between the said *W. H.* and *E.* his Wife, of the one Part, and the said *J. D.* of the other Part, the said *W. H.* and *E.* his Wife, for and in Consideration of the Sum of 640 *l.* did grant, bargain,

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gain, sell, alien, release and confirm unto the said *J. D.* (in his actual Possession then being, by Virtue of a Bargain and Sale, &c.) and to his Heirs, **All** that Messuage or Farm, called or known by the Name of, &c. and all and every the Edifices, Houses, Buildings, Barns, Yards, Lands, &c. with the Rights, Members and Appurtenances thereof, or thereunto belonging, or therewith used, occupied or enjoyed, as Parcel or Member thereof, then in the Tenure or Occupation of, &c. his Under-tenant or Under-tenants; And also the Reversion and Reversions, Remainder and Remainders, and all yearly and other Rents, Profits and Services of all and singular the said Premises, &c. and all the Estate, Right, Title and Interest of them the said *W. H.* and *E.* his Wife, &c. **To be had and holden** unto the said *J. D.* his Heirs and Assigns, to the only proper Use and Behoof of the said *J. D.* his Heirs and Assigns for ever; **Subject** nevertheless to a certain Proviso or Condition therein contained to this Effect, That if the said *W. H.* his Heirs, Executors, Administrators or Assigns, should well and truly pay, or cause to be paid unto the said *J. D.* his Executors, Administrators or Assigns, at or in the House, &c. the full Sum of 672 *l.* of lawful Money of *Great Britain*, on or before, &c. next ensuing the Date of the said Indenture, without any Deduction, Defalcation or Abatement, for or by Reason of any Taxes or Payments whatsoever charged or imposed on the said Premises, then the said *J. D.* and his Heirs should reconvey the said Messuage or Farm, Lands and Premises unto the said *W. H.* and his Heirs, or to such Person and Persons,
and

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and to such Use and Uses, as he the said *W. H.* or his Heirs should direct and appoint ; in which said recited Indenture is also (amongst other Things) contained a Covenant, that he the said *W. H.* and *E.* his Wife should before the End of the then *Hilary* Term, at the Costs and Charges of the said *J. D.* acknowledge and levy before the Justices of his Majesty's Court of *Common Pleas* at *Westminster*, one Fine *Sur Conusance de Droit come ceo*, &c. in due Form of Law, with Proclamations thereupon to be had, according to the Course of Fines in that Case used, and of the Statute in that Behalf provided unto the said *J. D.* and his Heirs, of **All** and singular the said Messuage or Farm, Lands, Tenements and Premisses, by such apt Name and Names, Number of Acres and Descriptions, and in such Manner and Form, as by the Counsel in the Law of the said *J. D.* should be advised and thought fit ; **Which** said Fine so Covenanted to be levied of the said Premisses by the said *W. H.* and *E.* his Wife, was to be and enure, and the said *W. H.* and *E.* his Wife did declare that the same should be and enure to the Uses following, that is to say, **To** the Use of the said *J. D.* and his Heirs, subject to the Proviso before mentioned ; And if the said 672 *l.* should be duly paid according to the said Proviso, then to the Use of such Person or Persons, his or their Heirs, **In Trust** for the said *W. H.* and his Heirs, as the said *J. D.* or his Heirs should by the Direction and Appointment of the said *W. H.* or his Heirs, reconvey the same, as in and by the said recited Indenture (Relation being thereunto had) may more fully and at large appear. **And whereas** a Fine was afterwards

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wards levied and acknowledged of the said Premises by the said *W. H.* and *E.* his Wife, to the Uses and Purposes aforesaid. **And whereas** the said Sum of 672 *l.* in the said Proviso mentioned or any Part thereof was not paid by the said *W. H.* to the said *J. D.* at the Place and Time in the said Proviso limited and appointed, but the same still remains due and unpaid, by Reason whereof the said Messuage and Premises in and by the said recited Indenture granted and released became forfeited unto the said *J. D.* and the Estate in Law of and in the same Premises is vested in the said *J. D.* and his Heirs. **And whereas** after the making of the said Mortgage, there was a Treaty on Foot for the absolute Purchase of the said mortgaged Premises, and in and by certain Articles of Agreement bearing Date, &c. made between the said *W. H.* of the one Part, and the said *J. D.* of the other Part, it was covenanted and agreed, That in Consideration of 1320 *l.* of, &c. to be paid unto the said *W. H.* by the said *J. D.* in Manner therein and herein after mentioned, he the said *W. H.* should before, &c. then next ensuing, by a good and sufficient Conveyance and Assurance in the Law, convey and assure unto the said *J. D.* his Heirs and Assigns, All that the said Messuage, Farm, Lands, Tenements and Premises aforesaid, with the Appurtenances, free from all Charges and Incumbrances, had, made, committed, suffered or done, or to be had, made, committed, done or suffered by the said *W. H.* and all and every Person and Persons whatsoever claiming by, from or under him; except one Rent-Charge or Annuity of 30 *l.* per Annum, granted out of the
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the Premises by, &c. unto T. R. of, &c. for the Term of his natural Life; in and by which said Articles it is also covenanted and agreed, That he the said J. D. his Heirs, Executors, Administrators or Assigns, should within one Month after such good and perfect Assurance of the said Premises made to the said J. D. and his Heirs by the said W. H. and his Heirs, pay or cause to be paid, or at the Time of executing the said Conveyance, secure to be paid unto the said W. H. his Executors, Administrators or Assigns, the full Sum of 380 l. Part of the said 1320 l. the Purchase Money agreed on as aforesaid, with Interest for the same after the Rate of 5 l. *per Cent. per Annum*, from the Day, &c. to the Time of Payment thereof; And that at the Time of the executing of the said Conveyance, the said W. H. his Heirs and Assigns should be acquitted and discharged of the 640 l. the Consideration Money mentioned in the said recited Indenture of Release to be paid by the said J. D. unto the said W. H. and the Interest thereupon due; And the said 640 l. was to be accepted by him in further Payment of the said 1320 l. the Purchase Money so agreed on as aforesaid; And for the remaining 300 l. Part of the said Purchase Money, it was thereby agreed, That the said J. D. his Heirs, Executors, Administrators and Assigns, should keep the same in his or their Hands for his and their Security, against the Rent-Charge of 30 l. *per Annum* aforesaid, and against any Charge or Incumbrance whatsoever on the Estate; and should also pay the Interest thereof after the Rate of 5 l. *per Cent. per Annum* to the said T. R. to whom the said Rent-Charge belongs and ap-

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pertains: And that the remaining Part of the said Rent-Charge of 30 *l. per Annum* due to the said *T. R.* should be duly paid and discharged by the said *W. H.* his Heirs, Executors or Administrators: But if the said *W. H.* his Heirs, Executors or Administrators should fail duly to pay the same, then the said *J. D.* his Heirs, Executors and Administrators might and should pay and discharge the same out of the said 300 *l.* left in his and their Hands; And that after the Death of the said *T. R.* the said *J. D.* his Heirs, Executors and Administrators should pay to the said *W. H.* his Executors, Administrators or Assigns, so much of the said 300 *l.* and the Interest thereof, as should be due and remaining in his or their Hands; as in and by the said recited Articles of Agreement, Relation being thereunto had, more at large may appear. **And whereas** the said *J. D.* hath in Pursuance of the said recited Articles, paid to the said *W. H.* several Sums of Money in further Part of the said 1320 *l.* Purchase Money, *viz.* the Sums of, &c. amounting in the whole to, &c. and hath from Time to Time duly paid to the said *T. R.* the said Rent-Charge or Annuity of 30 *l. per Annum* out of the Interest of the said Purchase Money according to the Direction of the said Articles, the Sums so paid to the said *T. R.* amounting in the whole to, &c. **And whereas** upon an Account made up and stated between the said *W. H.* and *J. D.* of all and every the Sum and Sums of Money paid by the said *J. D.* unto and by the Order of the said *W. H.* and to the said *T. R.* out of the said Purchase Money and the Interest thereof, there yet remains due from the said *J. D.* to the said *W. H.*
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the Sum of 200 *l.* Part of the said Purchase Money of 1320 *l.* agreed to be left in the Hands of the said *J. D.* his Heirs, Executors and Administrators, for his and their Security against the Rent-Charge before mentioned; as by the said Account allowed by the said *W. H.* under his Hands, and annexed to this present Indenture, may more fully appear. **Now this Indenture witnesseth,** that for and in Consideration of the several Sums in the said Account mentioned to be paid, and paid by the said *J. D.* as aforesaid, and in Consideration of the said Sum of 200 *l.* of lawful Money, &c. being the Remainder due upon the said Account as aforesaid, to the said *W. H.* and of 5 *l.* of like Money to the said *E. H.* his Wife in Hand paid by the said *J. D.* at and before the Sealing and Delivery of these Presents, the Receipt whereof, and of every Part and Parcel thereof, the said *W. H.* and *E. H.* do hereby confess and acknowledge, and thereof and of every Part thereof do acquit, release and discharge the said *J. D.* his Heirs, Executors and Administrators by these Presents; and also in Consideration of the said Sum of 300 *l.* by the said Articles of Agreement concluded to be kept and remain in the Hands of the said *J. D.* his Heirs, Executors and Administrators, for his and their Security against the said Rent-Charge of 30 *l.* *per Annum*; which with Interest for the same, after the Rate of 5 *l.* *per Cent. per Annum*, or so much thereof as shall be due and remaining in his or their Hands at the Time of the Death of the said *T. R.* is to be paid by the said *J. D.* his Heirs, Executors and Administrators, unto the said *W. H.* his Executors, Administrators

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or Assigns, immediately after the Death of him the said *T. R.* pursuant to the said Articles above recited; He the said *W. H.* and *E.* his Wife have granted, ratified and confirmed, and by these Presents do for them and their Heirs grant, ratify and confirm unto the said *J. D.* his Heirs and Assigns, the said Messuage or Farm, Lands, Tenements, and all and singular other the Premisses, and every Part and Parcel thereof, with the Appurtenances, in the above recited Indenture of Release and Articles mentioned; And the said *W. H.* and *E.* his Wife have remised, released and for ever quit-claimed, and by these Presents do remise, release, and for ever quit-claim unto the said *J. D.* his Heirs and Assigns, the said Proviso or Condition in the said recited Indenture of Release mentioned and contained, and all Benefit and Equity of Redemption of the said Messuage, Farm, Lands, Tenements and Premisses, which they the said *W. H.* and *E.* his Wife have, or either of them hath, or may claim, either in Law or Equity, by Virtue of the said Proviso or Condition; And also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of them the said *W. H.* and *E.* his Wife, of, in or to the said Capital Messuage or Farm, Lands and Premisses, and of and in and to every or any Part or Parcel thereof, with their Appurtenances; **To have and to hold** the said Messuage or Farm, Lands, Tenements, and all and singular other the Premisses above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said *J. D.* his Heirs and Assigns, to the only proper Use and Behoof of the said *J. D.* his Heirs and Assigns for ever, and that
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fully and absolutely without any Manner of Condition or Limitation whatsoever. **And** the said *W. H.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant to and with the said *J. D.* his Heirs and Assigns, by these Presents, in Manner and Form following, (that is to say) That he the said *W. H.* now hath good Right, full Power, and lawful and absolute Authority, to grant, release and confirm the said Messuage, Farm, Lands and Premisses to the said *J. D.* his Heirs and Assigns, in Manner and Form aforesaid; **And** that it shall and may be lawful to and for the said *J. D.* his Heirs and Assigns, from Time to Time, and at all Times for ever hereafter peaceably and quietly to have, hold, use, occupy, possess and enjoy all and singular the said Premisses, and every Part and Parcel thereof, with their and every of their Appurtenances, without the Let, Suit, Trouble, Eviction, Ejection, Disturbance or Denial of them the said *W. H.* and *E.* his Wife, their Heirs, Executors, Administrators or Assigns, or of or by any other Person or Persons whatsoever claiming or to claim from, by or under him, her, them or any of them. **And** also that the said Messuage and Farm, Lands, Tenements and Premisses, and every Part and Parcel thereof, with their and every of their Appurtenances, now are and so shall from Time to Time, and at all Times hereafter, remain, continue and be unto the said *J. D.* his Heirs and Assigns, free and clear, and freely and clearly acquitted, released and discharged, or otherwise well and sufficiently saved, kept harmless and indemnified by the said *W. H.* his Heirs and Assigns, of and from all and all

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Manner of former and other Gifts, Grants, Bargains, Sales, Leases, Jointures, Wills, Intails, Statutes-Merchant and of the Staple, Recognizances, Judgments, Extents, Executions, Fines, Post-Fines, Amerciaments, Rents, Arrearages of Rents, and of and from all other Estates, Titles, Troubles, Charges and Incumbrances whatsoever had, made, committed, done or suffered, or to be had, made, committed, done or suffered by the said *W. H.* and *E.* his Wife, or either of them, or by any other Person or Persons by his, their, or any or either of their Act, Means, Privity, Consent or Procurement; or by any other Person or Persons whatsoever claiming or to claim, by, from or under him, them, or either or any of them; (except the aforesaid Rent-Charge or Annuity of 30 *l. per Annum*, payable out of the Premises unto the said *T. R.* during the Term of his natural Life.) **And further**, that he the said *W. H.* and *E.* his Wife, and their Heirs, and also all and every other Person and Persons whatsoever, and his and their Heirs, having or lawfully claiming to have any Estate, Right, Title or Interest from, by or under them, or either of them, shall and will from Time to Time, and at all Times hereafter, upon the Request, and at the Costs and Charges in the Law of the said *J. D.* his Heirs or Assigns, make, do and execute, or cause or procure to be made, done and executed all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Device and Devices, Conveyances and Assurances in the Law whatsoever, for the further, better and and more perfect conveying and assuring of all and singular the said Messuage
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and Farm, Lands, Tenements and Premisses, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said *J. D.* his Heirs and Assigns, be it by Fine or Fines, Recovery or Recoveries, Deed or Deeds inrolled or not inrolled, Release or Confirmation, or by all or any the said Ways or Means, or by any other Ways or Means whatsoever; as by the said *J. D.* his Heirs or Assigns, or his or their Counsel learned in the Law shall be reasonably devised or advised and required; **Which** said Fine or Fines, Recovery or Recoveries, Conveyance or Conveyances in the Law hereafter to be had, made, levied, executed and suffered, as also the said Fine already levied in Manner as aforesaid, by and between the said Parties to these Presents, or any of them, of the said Premisses, or any Part thereof, shall be and enure, and shall be adjudged, construed, deemed and taken to be and enure, **To** the only proper Use and Benefit of the said *J. D.* his Heirs and Assigns for ever, and to and for none other Use, Intent or Purpose whatsoever. **And lastly**, the said *J. D.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant to and with the said *W. H.* his Heirs, Executors and Administrators by these Presents, That he the said *J. D.* his Heirs, Executors Administrators and Assigns, shall and will duly pay to the said *T. R.* the Interest of the said Sum of 300 *l.* Part of the Consideration Money in these Presents mentioned to be left in the Hands of the said *J. D.* his Heirs and Assigns, for his and their Security against the said Rent-Charge of 30 *l. per Annum*, before mentioned to be payable to the said *T. R.* after the Rate
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of 5 l. per Cent. per Annum, towards the Discharge of the said Rent-Charge, as far as it will extend: And it is agreed by and between all the said Parties to these Presents, That if the said *W. H.* his Heirs, Executors or Administrators, shall fail duly to pay the Remainder of the said Rent-Charge, then he the said *J. D.* his Heirs, Executors, Administrators and Assigns, shall and may satisfy and pay the same unto the said *T. R.* out of the said 300 l. left in his and their Hands as aforesaid; And after the Death of the said *T. R.* the said *J. D.* doth for himself, his Heirs, Executors and Administrators, covenant and grant to and with the said *W. H.* his Executors, Administrators and Assigns, That he the said *J. D.* his Heirs, Executors or Administrators, shall and will immediately pay, or cause to be paid to the said *W. H.* his Executors, Administrators or Assigns, so much of the said 300 l. and Interest thereupon, as shall be then due and remaining in his or their Hands as aforesaid. In witness, &c.

A Deed of Feoffment or Release of a Tenement or Dwelling-House in Fee, and an Assignment of a Leasehold Messuage or Tenement and Land for the Remainder of a long Term of Years, both in one Conveyance.

THIS Indenture made, &c. Between *G. S.* of, &c. of the one Part, and *J. S.* of, &c. Son of the said *G. S.* of the other Part. Whereas the said *G. S.* is seised in Fee of and in a Freehold Tenement or Dwelling-

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ling-House, standing and being in, &c. hereinafter particularly mentioned; And is also possessed, by Lease for the Remainder of a long Term of Years, of a Piece or Parcel of Meadow Ground, lying and being, &c. on Part of which a Messuage or Tenement is erected, and other Part converted into a Garden, also herein after mentioned, with the Appurtenances. **And whereas** the said G. S. hath agreed to grant, convey and assign the said Freehold Tenement, and Leasehold Messuage or Tenement, Meadow Ground and Premises, to the said J. S. his Heirs, Executors, Administrators and Assigns, for the Sum of One hundred Pounds. **Now this Indenture witnesseth,** that the said G. S. for and in Consideration of the Sum of One hundred Pounds of lawful Money of *Great Britain*, to him in Hand paid by the said J. S. at or before the Sealing and Delivery of these Presents, the Receipt whereof the said G. S. doth hereby acknowledge, and thereof and of every Part thereof, doth acquit, release and for ever discharge the said J. S. his Heirs, Executors and Administrators, and every of them by these Presents, and for other good Causes and Considerations him thereunto moving, He the said G. S. hath granted, bargained and sold, aliened, enfeoffed, released and confirmed, and by these Presents doth grant, bargain and sell, alien, enfeoff, release and confirm unto the said J. S. his Heirs and Assigns for ever, **All** that Freehold Tenement or Dwelling-House, situate, standing and being in, &c. aforesaid, in the Street called, &c. now in the Tenure of the said G. S. together with all Lights, Easements, Ways, Watercourses, Commons, Commodities,

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ties, Advantages, Hereditaments and Appurtenances to the said Tenement or Dwelling-House belonging or in any wise appeartaining; And also the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits thereof, And all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of him the said G. S. of, in and to the said Tenement or Dwelling-House and Premisses, and every Part and Parcel thereof, with the Appurtenances; And also all Deeds, Evidences and Writings touching or concerning the said Premisses, or any Part thereof; **To have and to hold** the said Freehold Tenement or Dwelling-House and Premisses above, in and by these Presents granted, bargained, sold, enfeoffed and confirmed, and every Part thereof, with the Appurtenances, unto the said J. S. his Heirs and Assigns, **To** the only proper Use and Behoof of him the said J. S. his Heirs and Assigns for ever, to be holden of the chief Lord or Lords of the Fee of the Premisses by the Rent and Services therefore due and of Right accustomed. **And** the said G. S. for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said J. S. his Heirs and Assigns by these Presents, that he the said J. S. his Heirs and Assigns shall and may from henceforth for ever hereafter peaceably and quietly have, hold, occupy, possess and enjoy the said Tenement or Dwelling-House above mentioned to be hereby granted, bargained and sold, with the Appurtenances, without the Let, Trouble, Hinderance, Molestation, Interruption and Denial of him the said G. S. his Heirs, Executors or Administrators, and of all and

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every

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every other Person and Persons whatsoever; **And** that free, clear and discharged of and from all former and other Bargains, Sales, Gifts, Grants, Feoffments, Leases, Mortgages, Jointures, Dowers, Uses, Wills, Intails, Pines, Issues, Amerciaments, Bonds, Annuities, Writings obligatory, Statutes Merchant, and of the Staple, Recognizances, Extents, Judgments, Executions, Rents and Arrearages of Rents, and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances whatsoever, had, made, committed, done or suffered, or to be had, made, committed, done or suffered, by the said G. S. his Heirs, Executors or Administrators, or any other Person or Persons whatsoever lawfully claiming or to claim by, from or under him, them or any or either of them. **And this Indenture further witnesseth** that the said G. S. for and in Consideration also of the said Sum of one hundred Pounds of lawful Money of *Great Britain* to him in Hand paid as aforesaid by the said J. S. the Receipt whereof is above acknowledged, **Doth** granted, bargained, sold, assigned and set over, and by these Presents doth grant, bargain, sell, assign and set over unto the said J. S. his Executors, Administrators and Assigns, **All** that Piece or Parcel of Meadow-Ground lying and being in, &c. aforesaid, adjoining to or abutting upon, &c. and containing by Estimation, &c. upon Part whereof there is a Messuage or Tenement erected and built, and other Part thereof is converted into a Garden-Plot; which Premises are now likewise in the Tenure or Occupation of the said G. S. with their and every of their Appurtenances; And which
said

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said Ground and Premisses by a certain Indenture of Lease bearing Date the Day, &c. in the Year, &c. made by *T. D.* Esquire deceased were demised and granted to the said *G. S.* his Executors, Administrators and Assigns, To hold from the Feast of *St. Michael* the Archangel then last past for and during the Term of ninety-nine Years, thence next ensuing, under the yearly Rent of five Shillings, payable at the four usual Feasts or Days of Payment in the Year by equal Portions; And also all the Estate, Right, Title, Interest, Term of Years yet to come and unexpired, Property, Claim and Demand whatsoever of him the said *G. S.* of, in and to the same Premisses, or of, in or to any Part or Parcel thereof, together with the said Indenture of Lease; **To have and to hold** the said Messuage or Tenement, Meadow-Ground and Garden-Plot hereby granted and assigned, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said *J. S.* his Executors, Administrators and Assigns, for and during all the Rest, Residue and Remainder yet to come and unexpired of the said Term of ninety-nine Years, in and by the said Indenture of Lease granted, in as full, large, and ample Manner to all Intents and Purposes, as he the said *G. S.* his Executors, Administrators or Assigns, might, should or ought to have held and enjoyed the same, by Virtue of the aforesaid Indenture of Lease, or by any other Ways or Means whatsoever. **And** the said *G. S.* for himself, his Executors, and Administrators, and for every of them, doth covenant and grant to and with the said *J. S.* his Executors, Administrators and As-

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signs by these Presents, that he the said G. S. now hath in himself good Right, full Power, and lawful Authority, to grant and assign the said Messuage or Tenement, Meadow-Ground and Premisses, and every Part and Parcel thereof with the Appurtenances unto the said J. S. his Executors, Administrators and Assigns in Manner aforesaid. **And also** that he the said J. S. his Executors, Administrators and Assigns, paying the Rent and performing the Covenants, Proviso's, Conditions and Agreements in and by the said Indenture of Lease reserved, mentioned and contained, shall and may from Time to Time and at all Times hereafter, for and during all the Rest, Residue and Remainder yet to come and unexpired of the said Term of ninety-nine Years hereby assigned as aforesaid, peaceably and quietly have, hold, occupy, possess and enjoy the said Messuage or Tenement, Meadow-Ground, Garden-Plot and Premisses, and every Part and Parcel thereof with the Appurtenances, without the Let, Suit, Trouble, Molestation, Interruption, Eviction or Disturbance of him the said G. S. his Executors, Administrators or Assigns, or any other Person or Persons whatsoever lawfully claiming or to claim the said Premisses, or any Part thereof, by, from or under him, them, or any of them, or by his or their Means or Procurement. **And further** the said G. S. doth for himself, his Heirs, Executors and Administrators, covenant, promise and grant to and with the said J. S. his Heirs, Executors, Administrators and Assigns, that he the said G. S. and his Heirs, and all and every other Person and Persons, and his and their Heirs, Executors
and

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and Administrators, having or lawfully claiming any Estate, Right, Title or Interest of, in or to the said Premises above mentioned, or any Part thereof, shall and will from Time to Time and at all Times hereafter, upon the reasonable Request, and at the Costs and Charges in the Law of the said J. S. his Heirs or Assigns, make, do and execute, or cause or procure to be made, done and executed, all and every further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better and more perfect granting, conveying and assuring of the said Freehold Tenement or Dwelling House and Premises, herein and hereby above granted, bargained, sold, enfeoffed and confirmed, with the Appurtenances, unto the said J. S. his Heirs and Assigns, To the only proper Use and Behoof of the said J. S. his Heirs and Assigns for ever, as aforesaid ; And also that the said G. S. his Executors and Administrators, shall and will at all Times hereafter at the Request and Costs of the said J. S. his Executors, Administrators or Assigns, make, do and execute all and every such further Act and Acts, Assurance and Assurances in the Law for the further and better assigning of the said Messuage or Tenement, Meadow-Ground, Garden-Plot and Premises herein and hereby granted and assigned, with the Appurtenances, unto the said J. S. his Executors, Administrators and Assigns, for and during all the Rest, Residue and Remainder yet to come and unexpired of the said Term of ninety-nine Years hereby assigned, as by the said J. S. his Heirs, Executors, Administrators or Assigns, or his or their Counsel learned
in

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in the Law shall be reasonably devised or advised and required. In Witness, &c.

A Special Release and Conveyance of a Messuage, by a Widow who hath a Freehold therein for Term of her Life, and her Son in whom the Reversion is after her Decease, which Premises were granted to him by Deed of Bargain and Sale inrolled in Chancery, with an Exception of Part of the Messuage.

THIS Indenture made, &c. Between *E. M.* of, &c. Widow, late the Wife of *T. M.* of, &c. deceased, and *A. M.* one of the Sons of the said *T. M.* of the one Part, and *S. D.* of, &c. of the other Part **Whereas** the said *E. M.* is and standeth seised for the Term of her natural Life, of and in **All** that Messuage or Tenement, and Garden, with the Appurtenances, situate, lying and being in, &c. now in the Tenure or Occupation of, &c. The immediate Reversion whereof, after the Death of the said *E. M.* he the said *T. M.* in and by his Last Will and Testament made in Writing and bearing Date, &c. did give, devise and bequeath unto *W. M.* his Son, and his Heirs for ever. **And whereas** by one Indenture bearing Date, &c. made between the said *W. M.* of the one Part, and the said *A. M.* of the other Part, the said *W. M.* hath granted, bargained and sold, aliened and confirmed unto the said *A. M.* and to his Heirs and Assigns for ever, **All** that the said Messuage or Tenement with the Appurtenances above mentioned,

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ed, and the Reversion and Reversions, Remainder and Remainders, present and future Estate, Right, Title, Interest, Claim and Demand of him the said *W. M.* of, in and to the said Messuage with the Appurtenances, as in and by the said recited Indenture, inrolled in the High Court of Chancery, Relation being thereunto had, may more at large appear. **Now this Indenture witnesseth,** that the said *E. M.* and *A. M.* for and in Consideration of the Sum of 150 *l.* of lawful Money of *Great Britain* to them at or before the Sealing and Delivery of these Presents in Hand paid by the said *S. D.* the Receipt whereof they the said *E. M.* and *A. M.* do hereby acknowledge, and thereof and of every Part thereof do acquit, release and for ever discharge the said *S. D.* his Heirs, Executors and Administrators, and every of them by these Presents, and for divers other good Causes and Considerations them thereunto moving, They the said *E. M.* and *A. M.* **have** and either of them hath granted, bargained, sold, aliened, released and confirmed, and by these Presents do and either of them doth grant, bargain, sell, alien, release and confirm unto the said *S. D.* (in his actual Possession now being by Virtue of a Bargain and Sale to him thereof made for one Year, &c.) and to his Heirs and Assigns for ever, **All** the said Messuage or Tenement and Garden above mentioned, and all Lights, Shops, Cellars, Solars, Warehouses, Yards, Buildings, Easements, Commodities, Hereditaments and Appurtenances whatsoever to the said Messuage or Tenement belonging, or therewith used, occupied, reputed or taken as Part or Parcel thereof;

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thereof; And all the Estate, Right, Title and Interest, Reversion, Remainder, Claim and Demand of the said *E. M.* and *A. M.* and either of them, of, in and to the said Premises, or any Part or Parcel thereof, (Except one Cellar, and three Rooms over the same formerly occupied with the said Messuage, but now the Property and in the Possession of, &c. by Virtue of a Lease or Grant thereof made by, &c. for the Term of, &c. Years); **To have and to hold** the said Messuage or Tenement and Garden, and all and singular other the Premises above, in and by these Presents granted, released and confirmed, and every Part and Parcel thereof with the Appurtenances, (except before excepted) unto the said *S. D.* his Heirs and Assigns, To the only Use and Behoof of the said *S. D.* his Heirs and Assigns for ever. **And** the said *E. M.* for herself, her Heirs, Executors and Administrators doth covenant and grant to and with the said *S. D.* his Heirs and Assigns, in Manner and Form following, that is to say, That she the said *E. M.* is lawfully and rightfully seised for the Term of her natural Life, of the said Messuage or Tenement and Garden and all and singular the Premises hereby granted and released, with their and every of their Appurtenances; **And** that she the said *E. M.* hath good Right, and lawful and absolute Authority in her self to grant, bargain, sell, alien, release and confirm the said Messuage or Tenement and Premises with the Appurtenances unto the said *S. D.* his Heirs and Assigns in Manner aforesaid; **And** that he the said *S. D.* his Heirs and Assigns shall and may at all Times hereafter during the natural Life of the said

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said *E. M.* peaceably and quietly enter into, have, hold, occupy, possess and enjoy the said Messuage or Tenement, Garden, and other the Premisses hereby granted and released, and every Part thereof, with the Appurtenances, (except as before is excepted) and receive and take the Rents, Issues and Profits thereof, without the Let, Suit, Trouble, Hindrance, Molestation, Interruption or Denial of her the said *E. M.* her Heirs or Assigns, or of any other Person or Persons whatsoever lawfully claiming or to claim any Estate, Right, or Title in, to or out of the same Premisses or any Part thereof by, from or under her, them or any of them; **And** that the said Messuage or Tenement and Premisses, with the Appurtenances, now are and from henceforth shall be, remain and continue unto the said *S. D.* his Heirs and Assigns, during the natural Life of the said *E. M.* free and clear, and freely and clearly acquitted and discharged, or upon reasonable Request, and Notice thereof given, well and sufficiently saved harmless and kept indemnified by the said *E. M.* her Heirs, Executors or Administrators, of and from all former and other Bargains, Sales, Leases, Grants, Estates, Titles, Charges or Incumbrances whatsoever, had, made, committed, done or suffered, or to be had, made, committed, done or suffered by the said *E. M.* her Heirs, Executors or Administrators, or by any other Person or Persons whatsoever lawfully claiming or to claim, by, from or under her, them or any or either of them. **And also** that for the further, better and more perfect granting and assuring of the said Messuage or Tenement, and all and singular the Premisses hereby

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by granted and released, and every Part and Parcel thereof, with the Appurtenances, unto the said *S. D.* his Heirs and Assigns, To the only Use and Behoof of the said *S. D.* his Heirs and Assigns for ever, she the said *E. M.* at the reasonable Request and the proper Costs and Charges in the Law of the said *S. D.* his Heirs or Assigns, shall and will join with the said *A. M.* and any others, in a Fine or Fines to be levied in due Form of Law, of all and singular the Premisses, according to the Course of Fines used, and acknowledged before the Justices of his Majesty's Court of *Common Pleas* at *Westminster*; but so as the Warranty to be contained in the said Fine or Fines, to be levied by the said *E. M.* with the said *A. M.* or others, be for her self only, and only against her, or her and her Heirs; And for the acknowledging of the Concord thereof, she shall not be compelled to travel or go any further than to the said Messuage or Tenement hereby granted and released, without her own free Will and Consent to the contrary. **And** the said *A. M.* for himself, his Heirs, Executors and Administrators doth covenant and grant to and with the said *S. D.* his Heirs and Assigns, in Manner and Form following, that is to say, That he the said *A. M.* now is lawfully and rightfully seised to the Use of him and his Heirs, of the immediate Reversion or Remainder of the said Messuage or Tenement and Garden, with the Appurtenances, hereby granted, released and confirmed, from and after the Decease of the said *E. M.* **And** that he the said *A. M.* hath good Right, full Power and lawful Authority, to grant, bargain, sell, alien, release and confirm

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firm the said Messuage or Tenement, Garden and Premisses, with their and every of their Appurtenances, unto the said *S. D.* his Heirs and Assigns, in Manner and Form aforesaid; **And also** that the said *S. D.* his Heirs and Assigns shall or lawfully may at all Times for ever hereafter, quietly and peaceably have, hold and enjoy, to the only Use and Behoof of the said *S. D.* his Heirs and Assigns for ever, the said Messuage or Tenement, and all and singular other the Premisses, hereby granted, released and confirmed, and every Part and Parcel thereof, with the Appurtenances (except only as before is excepted) and receive and take the Rents, Issues and Profits thereof, for the only Use and Behoof of him the said *S. D.* his Heirs and Assigns, without any Let, Suit, Trouble, Eviction, Disturbance, Molestation or Contradiction of him the said *A. M.* his Heirs or Assigns, or of the said *W. M.* or any other Person or Persons whatsoever, lawfully claiming or to claim by, from or under him, them or any or either of them: **And** that freed and discharged, or otherwise well and sufficiently saved harmless and kept indemnified by the said *A. M.* his Heirs and Assigns, of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Leases, Releases or Confirmations, Estates, Rights, Titles, Troubles, Charges and Incumbrances whatsoever, had, made, committed, done or suffered, or caused to be had, made, committed, done or suffered by the said *A. M.* or the said *W. M.* or by any other Person or Persons, lawfully claiming or to claim by, from or under him, them, or any or either of them. **And further** that he
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the said *A. M.* and the said *W. M.* and all and every other Person and Persons lawfully claiming any Right, Title or Interest of, in or to the said Premisses hereby granted and released, or any Part thereof by, from or under them or either of them, shall and will from Time to Time and at all Times hereafter, during the Space of two Years next ensuing the Date of these Presents, at and upon the reasonable Request, and at the Costs and Charges in the Law of the said *S. D.* his Heirs or Assigns, make, do, acknowledge, levy and execute, or cause or procure to be made, done, acknowledged, levied and executed, all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Conveyance and Conveyances, Assurance and Assurances in the Law whatsoever, with Warranty only against themselves and their Heirs, for the further, better and more perfect granting, conveying and assuring of all and singular the said Messuage or Tenement, Garden and Premisses above, in and by these Presents granted, released and confirmed, and every Part thereof, with the Appurtenances, unto the said *S. D.* his Heirs and Assigns, To the only proper Use and Behoof of the said *S. D.* his Heirs and Assigns for ever, **Be** it by Fine, Recovery, Feoffment, Deed Inrolled, or any other Ways or Means whatsoever, as by the said *S. D.* his Heirs or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised or advised and required. **In Witness, &c.**

A Deed of Release of a Capital Messuage and Lands held by Letters Patent, made to two Persons, To hold a Moiety of the Lands, &c. by each of the Releasees, as Tenants in Common of the whole.

THIS Indenture made, &c. Between *T. L.* of, &c. of the one Part, and *J. E.* and *H. E.* of, &c. of the other Part. **Whereas** our late Sovereign Lord King *George* the First, by his Letters Patent, under the Great Seal of *Great Britain*, bearing Date, &c. for the Considerations therein mentioned, hath given and granted unto the said *T. L.* All that Capital Messuage situate, lying and being, &c. And also the Lands, &c. situate, &c. with their Appurtenances, and all Rights, Privileges and Advantages thereunto belonging, being formerly the Property of *L. G.* and by him forfeited to the Crown in the Year, &c. **To have and to hold** the said Capital Messuage and Lands, with all their Appurtenances, Rights, Privileges and Advantages thereunto belonging, unto the said *T. L.* his Heirs and Assigns for ever; Under the yearly Rent of, &c. payable thereout to his Majesty, his Heirs and Successors, at the Receipt of the Exchequer, at certain Days therein mentioned, as in and by the said Letters Patent, inrolled in his Majesty's High Court of Chancery, Relation being thereunto had, more at large appears. **Now this Indenture witnesseth** that the said *T. L.* for and in Consideration of the Sum of 1500 *l.* of lawful Money of *Great Britain* to him in Hand paid by the said *J. E.*

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and

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and *H. E.* the Receipt whereof the said *T. L.* doth hereby confess and acknowledge, and for divers other good Causes and Considerations him thereunto moving, He the said *T. L.* hath granted, bargained and sold, aliened, released and confirmed, and by these Presents doth grant, bargain and sell, alien, release and confirm unto the said *J. E.* and *H. E.* (in their actual Possession now being by Virtue of a Bargain and Sale to them thereof made for one whole Year, by Indenture bearing Date the Day next before the Day of the Date of these Presents, and by Force of the Statute for transferring of Uses into Possession) and to their Heirs and Assigns for ever, **All** that the said Capital Messuage, Lands and Premises above mentioned to be granted by Patent to the said *T. L.* his Heirs and Assigns, with all and every the Appurtenances, and all Rights, Privileges and Advantages thereunto belonging; And also the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Capital Messuage and Premises above mentioned, and of every Part and Parcel thereof with the Appurtenances; And also all the Estate, Right, Title, Interest, Claim and Demand whatsoever, as well in Equity as in Law, of him the said *T. L.* of, in and to the said Premises above mentioned, and of, in and to every Part and Parcel thereof, with the Appurtenances, together with the said Letters Patent; **To have and to hold** the said Capital Messuage, Lands, Hereditaments and Premises above mentioned, by the said recited Letters Patent granted, or mentioned or intended to be hereby granted and released, and every Part and Parcel thereof, with

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with the Appurtenances, unto the said *J. E.* and *H. E.* their Heirs and Assigns for ever; **In Trust** and to the Uses herein after mentioned, that is to say, as for and concerning one Moiety or half Part of the said Messuage, Lands and Premises, **To** the only proper Use and Behoof of him the said *J. E.* his Heirs and Assigns for ever; And as for and concerning the other Moiety or half Part of the said Messuage, Lands and Premises, **To** the only proper Use and Behoof of him the said *H. E.* his Heirs and Assigns for ever; **By and under** and subject to the Rent reserved, and the Covenants, Conditions and Agreements contained in and by the Letters Patent above mentioned. **And** the said *T. L.* for himself, his Heirs and Assigns, doth covenant and grant to and with the said *J. E.* and *H. E.* their Heirs and Assigns, that he the said *T. L.* now is the true and lawful Owner and Proprietor of the said Capital Messuage, Lands and Premises above mentioned, and of every Part and Parcel thereof with the Appurtenances; **And** that he the said *T. L.* now hath good Right, full Power, and lawful Authority to grant, bargain, sell and convey all and singular the said Capital Messuage and Premises, with the Appurtenances, unto the said *J. E.* and *H. E.* their Heirs and Assigns, **To** the only proper Use and Behoof of the said *J. E.* and *H. E.* their Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents; **And** also that they the said *J. E.* and *H. E.* their Heirs and Assigns, shall and may at all Times for ever hereafter, peaceably and quietly have, hold, occupy, possess and enjoy the said Capital Messuage, Lands and Premises

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above mentioned, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said *T. L.* his Heirs or Assigns, and of all and every other Person or Persons whatsoever; **And** that freed and discharged of and from all former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Jointures, Dowers, Uses, Wills, Intails, Fines, Post-Fines, Issues, Amerciaments, Seisures, Bonds, Annuities, Writings obligatory, Statutes, Recognizances, Extents, Judgments, Executions, Rents and Arrearages of Rent, (except the Rent reserved in the Letters Patent above mentioned and hereafter to become due) and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances whatsoever, had, made, committed, done or suffered, or to be had, made, committed, done or suffered by the said *T. L.* or his Heirs, or any other Person or Persons whatsoever, claiming or to claim by, from or under him, them, or any of them; (excepting only the Covenants in the said Letters Patent contained on the Part of the said *T. L.* his Heirs and Assigns to be done and performed). **And further** that he the said *T. L.* and his Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Capital Messuage and Premises above mentioned, or any Part thereof, by, from or under him, shall and will from Time to Time, and at all Times hereafter, at the Request, Costs and Charges in the Law of the said *J. E.* and *H. E.* their Heirs or Assigns, make, do and execute, or cause or procure to be made, done and executed all and every such further,
and

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and other lawful and reasonable Act and Acts, Thing and Things, Device and Devices, Conveyance and Conveyances in the Law whatsoever, for the further, better, and more perfect granting, conveying and assuring of the said Capital Messuage, Lands and Premises above mentioned, with all their Appurtenances, unto the said *J. E.* and *H. E.* their Heirs and Assigns, **To** the only proper Use and behoof of the said *J. E.* and *H. E.* their Heirs and Assigns for ever, as by the said *J. E.* and *H. E.* their Heirs or Assigns, or their or either of their Counsel learned in the Law, shall be reasonably devised, or advised and required. In Witness, &c.

A Special Release and Conveyance of a Messuage or Tenement, by two Persons and their Wives, with a Covenant to levy a Fine, to two others, one whereof to hold for Life, and the other to have the Reversion in Fee to him and his Heirs for ever.

THIS Indenture made, &c. Between *R. S.* of, &c. and *M.* his Wife, and *W. C.* of, &c. and *A.* his Wife of the one Part, and *H. G.* of, &c. and *W. G.* of, &c. of the other Part, **Witnesseth** that the said *R. S.* and *M.* his Wife, and *W. C.* and *A.* his Wife, for and in Consideration of the Sum of 250 *l.* of lawful Money of Great Britain to them in Hand paid by the said *H. G.* and *W. G.* the Receipt whereof they the said *R. S.* and *M.* his Wife and *W. C.* and *A.* his Wife do hereby confess and acknowledge, and for divers other good

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Causes and Considerations them thereunto moving, ~~Have~~ and each and every of them hath granted, bargained and sold, aliened, released and confirmed, and by these Presents **Do** and each and every of them doth fully, freely and absolutely grant, bargain and sell, alien, release and confirm unto the said *H. G.* and *W. G.* (in their actual Possession now being by Virtue of a Bargain and Sale to them thereof made for one Year, &c.) and to their Heirs and Assigns, **All** that Messuage or Tenement, Barn and Orchard situate, lying and being in, &c. in the Parish of, &c. aforesaid, now in the Tenure or Occupation of *T. M.* Husbandman, together with all Out-houses, Edifices, Buildings, Yards, Backsides, Commons, Ways, Waters, Easements, Profits, Commodities and Appurtenances to the said Messuage or Tenement belonging, or which now are or formerly have been accepted, reputed, taken, known, used, occupied or enjoyed to or with the same, or as Part, Parcel or Member thereof, or of any Part thereof; And also the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the said Premisses, and of every Part and Parcel thereof, with the Appurtenances; And all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever, as well in Equity as in Law, of them the said *R. S.* and *M.* his Wife and *W. C.* and *A.* his Wife, or either or any of them, of, in and to the said Premisses above mentioned, and of, in and to every Part and Parcel thereof, with the Appurtenances; And also all Deeds, Evidences and Writings touching or concerning the same Premisses only, or any
Part

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Part thereof, with true Copies of all other Deeds and Writings which do concern the said Premisses jointly with any other Lands or Tenements, now in the Custody of them the said *R. S.* and *W. C.* or either of them, or which they can or may get or come by without Suit in Law; **To have and to hold** the said Messuage or Tenement, and all and singular the Premisses above mentioned to be hereby granted and released, and every Part and Parcel thereof, with the Appurtenances, unto the said *H. G.* and his Assigns for and during his natural Life, and from and after the Decease of the said *H. G.* unto the said *W. G.* his Heirs and Assigns for ever. **And** each of them the said *R. S.* and *W. C.* for himself severally and apart, and not jointly, and for his several and respective Heirs and Assigns, doth severally and apart, and not jointly, covenant and grant to and with the said *H. G.* and *W. G.* their Heirs and Assigns, That they the said *R. S.* and *M.* his Wife, and *W. C.* and *A.* his Wife, or some of them, now are lawfully and rightfully seised in their own Rights, of and in the said Premisses above mentioned, with the Appurtenances, of a good, sure, perfect, absolute and indefeasible Estate of Inheritance in Fee Simple, without any Manner of Condition, Mortgage, Limitation of Use and Uses, or other Matter, Cause or Thing whatsoever, to alter, change, charge or determine the same; **And** that they the said *R. S.* and *M.* his Wife, and *W. C.* and *A.* his Wife have good Right, full Power, and lawful Authority to grant, bargain, sell and convey the said Messuage or Tenement and Premisses above mentioned, with the Appurtenances, unto them the said *H. G.* and *W. G.* in

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Manner and Form aforesaid; **And also** that they the said *H. G.* and *W. G.* their Heirs or Assigns, shall and may at all Times from henceforth for ever hereafter peaceably and quietly have, hold, occupy, possess and enjoy the said Messuage or Tenement and Premises hereby granted and released, and every Part and Parcel thereof, with the Appurtenances, without the Let, Suit, Trouble, Hindrance, Molestation, Interruption and Denial of them the said *R. S.* and *M.* his Wife, and *W. C.* and *A.* his Wife, their Heirs and Assigns, and of all and every other Person or Persons whatsoever; **And** that freed and discharged, or otherwise well and sufficiently saved and kept harmless and indemnified of and from all former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Jointures, Dowers, Uses, Wills, Intails, Fines, Post-Fines, Issues, Amerciaments, Seizures, Bonds, Annuities, Writings obligatory, Statutes Merchant, and of the Staple, Recognizances, Extents, Judgments, Executions, Rents and Arrearages of Rent, and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances whatsoever had, made, committed, done or suffered, or to be had, made, committed, done or suffered by them the said *R. S.* and *M.* his Wife, and *W. C.* and *A.* his Wife, their Heirs or Assigns, or any other Person or Persons whatsoever, lawfully claiming or to claim by, from, or under them, or any or either of them. **And** each of them the said *R. S.* and *W. C.* for himself severally and apart, and not jointly, and for his and their several Heirs and Assigns, doth further severally and apart, and not jointly, covenant, grant and
agree

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agree to and with the said *H. G.* and *W. G.* their Heirs and Assigns, that they the said *R. S.* and *M.* his Wife, and *W. C.* and *A.* his Wife, shall and will, on this Side and before the End of *Easter* Term next coming, before the King's Majesty's Justices of his Court of Common Pleas at *Westminster*, in due Form of Law acknowledge and levy unto the said *H. G.* and *W. G.* and their Heirs, or to the Heirs of one of them, one Fine *Sur Conuzance de Droit come ceo*, &c. with Proclamations to be thereupon had according to the Form of the Statute in that Case made and provided, of the said Messuage or Tenement, and all and singular the Premises above mentioned, with the Appurtenances, by such Name and Names, Quantity and Number of Messuages, Acres and Things, and in such Manner and Form, as by the Counsel learned in the Law of the said *H. G.* and *W. G.* shall be advised and thought fit. **And further**, that they the said *R. S.* and *M.* his Wife, and *W. C.* and *A.* his Wife, and their Heirs, and all and every other Person and Persons, and his and their Heirs having or lawfully claiming any Estate, Right, Title or Interest of, in or to the said Messuage or Tenement and Premises above, in and by these Presents granted and released, or any Part thereof, by, from or under them, or any or either of them, shall and will at any Time or Times hereafter upon the reasonable Request, and at the Costs and Charges in the Law of the said *H. G.* and *W. G.* make, do and execute, or cause or procure to be made, done and executed, all and every such further and other lawful and reasonable Grants, Acts, Conveyances and Assurances in the Law whatsoever

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soever for the further, better and more perfect granting, conveying and assuring of all and singular the said Premisses above mentioned, with the Appurtenances, unto the said *H. G.* and his Assigns, for and during his natural Life, and after his Decease, unto the said *W. G.* his Heirs and Assigns for ever, as by the said *H. G.* and *W. G.* or either of them, or their or either of their Counsel learned in the Law, shall be reasonably devised or advised and required. **And lastly,** it is covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared, That the said Fine hereby agreed to be levied in Manner and Form aforesaid, and all and every other Fine and Fines, and also all and every Recovery and Recoveries, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever, already had, made, levied, suffered, executed and acknowledged, or at any Time hereafter to be had, made levied, suffered, executed and acknowledged by or between the said Parties to these Presents, or any or either of them, or by or between them or either of them, and any other Person or Persons whatsoever, of the said Premisses above mentioned, with the Appurtenances, or any Part thereof, either alone or jointly with any other Lands, Tenements or Hereditaments, **Shall be** and enure, and shall be adjudged, esteemed and taken to be and enure, as for and concerning all and singular the said Messuage or Tenement and Premisses above mentioned, and every Part and Parcel thereof, with the Appurtenances, **To** the only Use of him the said *H. G.*
and

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and his Assigns for and during his natural Life, and from and after his Decease to the only Use of him the said *W. G.* his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents, and to and for none other Use, Intent or Purpose whatsoever. In witness, &c.

A Special Deed of Release by a Man and his Wife, of a Reversion of a Messuage, &c. which came by the Wife, made to one who hath an Estate therein for Life, given by Will.

THIS Indenture made, &c. Between *B. T.* of, &c. and *E.* his Wife of the one Part, and *N. D.* of, &c. of the other Part, Witnesseth, that the said *B. T.* and *E.* his Wife, for and in Consideration of the Sum of Seventy Pounds of lawful Money of Great Britain to them in Hand paid by the said *N. D.* at or before the Sealing and Delivery hereof, the Receipt whereof they do hereby acknowledge, and thereof and of every Part thereof, do acquit and discharge the said *N. D.* his Heirs, Executors and Administrators for ever by these Presents, Have granted, bargained, sold, aliened, released and confirmed, and by these Presents do clearly and absolutely grant, bargain, sell, alien, release and confirm unto the said *N. D.* his Heirs and Assigns for ever, All that Messuage or Tenement, with the Appurtenances, situate, standing and being, &c. with the Garden, Orchard and Lands thereunto belonging, commonly called or known by the Name of, &c. or by whatsoever other
Name

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Name or Names the same be called and known, (which said Premisses were lately the Lands and Inheritance of *A. D.* deceased, Brother to the said *E.* and were by him given and devised by his last Will and Testament in Writing unto the said *N. D.* during his natural Life, and after his Decease to the said *E. T.* and her Heirs for ever) and also all other the Lands, Tenements and Hereditaments whatsoever of them the said *B. T.* and *E.* his Wife, or of either of them, or whereof or wherein they or either of them have any Estate in Possession, Reversion or Remainder, situate, lying or being, &c. And all Ways, Easements, Commons, Profits, Commodities, Advantages, Hereditaments and Appurtenances whatsoever to the said Messuage or Tenement, Lands and Premisses, or any of them belonging, or in any wise appertaining. **And** the said *B. T.* and *E.* his Wife do farther by these Presents, for the Consideration aforesaid, grant, bargain, sell, release and confirm unto the said *N. D.* his Heirs and Assigns, the Reversion and Reversions, Remainder and Remainders of all and singular the said Messuage, Lands and Premisses; and all Rents and Profits reserved or payable, by or upon any Demise, Lease or Grant thereof heretofore made; and all the Estate, Right, Title, Interest, Property, Benefit, Claim and Demand whatsoever of them the said *B. T.* and *E.* or either of them, of, in or to the said Messuage, Lands and Premisses, or any Part thereof; And all Deeds, Charters, Evidences and Writings touching or concerning the said Premisses, or any Part thereof; **To have and to hold** the said Messuage or Tenement, Lands, and all and singular other the
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Premises hereby granted, or mentioned or intended to be granted, with the Appurtenances, unto the said *N. D.* his Heirs and Assigns for ever, **To** the only Use and Behoof of the said *N. D.* his Heirs and Assigns for ever. **And** the said *B. T.* for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said *N. D.* his Heirs and Assigns, by these Presents, That he the said *B. T.* and *E.* his Wife, shall and will before the End of, &c. Term next ensuing the Date hereof, levy and acknowledge unto the said *N. D.* and his Heirs, one Fine *Sur Conusans de Droit come ceo*, &c. of all and singular the Premises hereby granted, or mentioned to be granted, by such Name or Names as shall be thought fit and convenient in all Things according to the usual Course of such Fines, and the Laws and Statutes in that Behalf made; and which said Fine shall be and enure to the only Use and Behoof of the said *N. D.* his Heirs and Assigns for ever, and to none other Use, Intent or Purpose whatsoever. **And** the said *B. T.* doth further for himself, his Heirs, Executors and Administrators, covenant, promise and grant to and with the said *N. D.* his Heirs and Assigns, by these Presents, in Manner and Form following, that is to say, that they the said *B. T.* and *E.* or one of them, at the Time of the Sealing and Delivery of this present Indenture, is or are lawfully seised of and in all and singular the Premises hereby granted, or mentioned to be granted, of a good, sure, absolute and indefeasible Estate of Inheritance in Fee Simple in Reversion, expectant immediately upon the Determination of the said Estate for Life of the said *N. D.*
And

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And shall continue so seised thereof, until a good Estate in Fee Simple shall be thereof vested in the said *N. D.* and his Heirs, according to the Intent and true Meaning of these Presents; **And** that they the said *B. T.* and *E.* his Wife have good Right and full Power to bargain, sell and convey the said Premisses, and every Part thereof, to the said *N. D.* and his Heirs, in Manner and Form aforesaid; And that he the said *N. D.* and his Heirs shall or lawfully may from Time to Time, and at all Times for ever hereafter, freely, quietly and peaceably have, hold, occupy, possess and enjoy all and singular the said Messuage, Lands and Premisses hereby granted, or mentioned to be granted, without any Claim, Let, Trouble or Interruption of the said *B. T.* and *E.* or either of them, or of the Heirs of the said *E.* or of any other Person or Persons claiming by, from or under the said *B. T.* and *E.* or either of them; And free and clear from all former and other Bargains, Sales, Gifts, Grants, Estates, Troubles and Incumbrances whatsoever had, made, committed or done by the said *B. T.* and *E.* or either of them. **And further also,** that they the said *B. T.* and *E.* his Wife, and the Heirs of the said *E.* and all and every other Person and Persons whatsoever, having or lawfully claiming any Estate, Right, Title or Interest of, in or to the Premisses, or any Part thereof, by, from or under them, or any of them, shall and will from Time to Time and at all Times, within the Space of seven Years next ensuing the Date hereof, at and upon the reasonable Request, and proper Costs and Charges in the Law of the said *N. D.* his Heirs and Assigns, make,
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do, levy, execute, acknowledge and suffer all and every such further and other reasonable Act and Acts, Thing and Things, for the further or better assuring the said Messuage, Lands and Premises unto the said N. D. his Heirs and Assigns, as by the said N. D. his Heirs or Assigns, or his or their Counsel learned in the Law shall be reasonably devised, advised or required. In witness, &c.

A very Special Deed of Release of divers Messuages and Lands, Mortgaged and Devised by Will to Trustees for Payment of Debts, made by the Trustees to three several Persons and their Heirs, so as with the Purchase-Money to pay the Debts and Incumbrances.

THIS Indenture Sextipartite, or of six Parts, made, &c. Between J. B. of, &c. of the first Part, R. D. of, &c. and W. B. of, &c. of the second Part, T. D. of, &c. and T. F. of, &c. of the third Part, W. M. of, &c. of the fourth Part, J. F. of, &c. of the fifth Part, and S. M. of, &c. of the sixth Part. Whereas G. F. late of, &c. deceased, by his Indentures of Lease and Release, bearing Date, &c. for the Consideration of the Sum of 2000 l. to him paid by the said J. B. did grant, bargain, sell, release and confirm unto the said J. B. All those four large Messuages situate, lying and being, &c. then in the several Tenures or Occupations of, &c. and also all those Lands, &c. and all and singular other the Messuages, Houses, Edifices, Buildings, Lands, Woods, Underwoods, Trees, and the Ground and Soil thereof, Ways, Easements, Passages, Waters, Water-courses, Ponds, Pools, Fishings,

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Fishings, Rights, Royalties, Jurisdictions, Liberties, and all other Privileges, Profits, Commodities, Emoluments, Hereditaments and Appurtenances whatsoever, situate, lying and being, arising, coming, growing or increasing within or near to, &c. in the County of, &c. whereof or wherein the said G. F. had any Estate of Freehold or Inheritance in Possession, Remainder or Expectancy, or for Term or Terms of Life or Years, or otherwise howsoever; And the Reversion and Reversions, &c. and all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said G. F. of, in or to the said Premises, and, every or any Part or Parcel thereof; **To hold** the said Messuages, Lands, Tenements, Hereditaments and Premises, and every Part thereof, with the Appurtenances, unto the said J. B. his Heirs and Assigns; **Subject** to a *Proviso* for Redemption thereof, in the said Indenture of Release contained, upon Payment of 200 l. with legal Interest for the same, at the Time therein mentioned, and long since past. **And whereas** the said G. F. by certain other Indentures of Lease and Release, bearing Date, &c. (after Recital of the above recited Indentures of Lease and Release) for the Consideration of 1400 l. to him paid by the said J. B. did grant and release all his Equity of Redemption of and in all and singular the Premises aforesaid unto the said J. B. his Heirs and Assigns for ever; subject also to a Proviso of Redemption by the said G. F. upon his Payment of the Sum of 3400 l. with legal Interest to the said J. B. at the Time and Place in the last recited Indenture of Release mentioned. **And whereas** the said G. F. by

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his Indorsement on the last recited Indenture of Release bearing Date, &c. did borrow and take up at Interest of the said *J. B.* the further Sum of 600 *l.* and for securing the Re-payment thereof, with legal Interest, the said *G. F.* did for himself and his Heirs grant and agree to and with the said *J. B.* that all and singular the said Messuages, Lands, Tenements, Hereditaments and Premisses should stand Security for the same from thenceforth, and that the Premisses should not be redeemed until Payment thereof, with Interest as aforesaid, as in and by the said several recited Indentures of Lease and Release and Indorsement, Relation being thereunto had, more fully and at large appears. **And whereas** the said *G. F.* by a certain Deed in Writing under his Hand and Seal, bearing Date, &c. did borrow of the said *J. B.* the further Sum of 200 *l.* and for securing the Re-payment thereof, with legal Interest from thenceforth, at the Time therein mentioned, covenanted and agreed with the said *J. B.* that all and singular the above mentioned Premisses should remain Security for the same; as in and by the same Deed, Relation being thereunto had, may more at large appear. **And whereas** the said *G. F.* is since dead, having first made his last Will and Testament in Writing, bearing Date, &c. and thereby (amongst other Things) devised all and singular his Manors, Messuages, Lands, Tenements and Hereditaments whatsoever and wheresoever unto the said *R. D.* and *W. B.* and their Heirs, upon Trust that they should, with all convenient Speed, after his Death, by Perception of the Profits of the Premisses, Mortgage or otherwise raise Money to discharge all his

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Debts, Legacies and Funeral Charges ; And afterwards upon several other Trusts, in the said Will limited and expressed ; As in and by the said recited Will, Relation being thereunto had, more fully appears. **And whereas** the said *R. D.* and *W. B.* the Trustees in the said Will, by their Indentures of Lease and Release, bearing Date, &c. after Recital of the above recited Indentures, Deed and Will, and that the said *G. F.* being dead, did for the Consideration of 150 *l.* paid them by the said *J. B.* grant, bargain, sell, release and confirm unto the said *J. B.* all and singular the above mentioned Premisses, with their Appurtenances ; **To hold** to him the said *J. B.* his Heirs and Assigns, under a Proviso to be void, on Payment by the said *R. D.* and *W. B.* their Heirs, Executors or Administrators, unto the said *J. B.* of the Sum of 150 *l.* with legal Interest, at a Day long since past ; as in and by the said last recited Indentures more fully and at large appears. **And whereas** the said several Sums of Money so lent and advanced by the said *J. B.* to the said *G. F.* as aforesaid, or any Part thereof, was not paid by the said *G. F.* in his Life-Time, nor by the said *R. D.* and *W. B.* since his Death ; but the same, together with the said Sum of 150 *l.* advanced and lent to the said *R. D.* and *W. B.* as aforesaid, and all Interest for the respective Sums aforesaid, from the respective Times of lending the same, remains still due and unpaid to the said *J. B.* which in all amounts to the Sum of 4600 *l.* **And whereas** the said *W. M.* hath agreed with the said *R. D.* and *W. B.* for the absolute Purchase of the Capital Messuage or Farm-House, and Parcels of Arable Land, Pasture

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Pasture and Meadow Ground, with the Appurtenances, herein after mentioned and limited, to or to the Use of the said *W. M.* and his Heirs, the same being Part of the Premises so conveyed in Mortgage to the said *J. B.* as aforesaid, for the Purchase whereof the said *W. M.* is to pay the Sum of 3000 *l.* **And whereas** the said *J. F.* hath also agreed with the said *R. D.* and *W. B.* for the absolute Purchase of the two Messuages and Pieces or Parcels of Land herein after mentioned, and limited to or to the Use of the said *J. F.* and his Heirs, being other Part of the said Premises in Mortgage to the said *J. B.* and for the Purchase whereof the said *J. F.* is to pay the Sum of 1500 *l.* **And whereas** the said *S. M.* hath also agreed with the said *R. D.* and *W. B.* for the absolute Purchase of the several Parcels of Arable Land, Pasture and Meadow Ground, with the Appurtenances herein after mentioned, and limited to or to the Use of the said *S. M.* and his Heirs, the same being likewise Part of the Premises so conveyed to the said *J. B.* as aforesaid, for the Purchase whereof the said *S. M.* is to pay the Sum of 1000 *l.* **And whereas** in Pursuance of the said Will of the said *G. F.* and the Trusts therein mentioned, it is agreed that the said Purchase-Money, or so much thereof as shall be sufficient, shall go and be applied to pay off the said Sum of 4600 *l.* so due to the said *J. B.* upon the several Securities aforesaid, and the Overplus to pay off and discharge such other Debts of the said *G. F.* as by his said Will is directed. **Now this Indenture witnesseth,** that for and in Consideration of the Sum of 3000 *l.* of, &c. in Hand well and tru-

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ly paid by the said *W. M.* to the said *J. B.* at or before the Sealing and Delivery of these Presents, in Part of the said Debt due and owing to him the said *J. B.* And of the further Sum of 900 *l.* of like Money, in Hand also paid by the said *J. F.* to the said *J. B.* before the Sealing hereof, in farther Part of the said Debt due and owing to the said *J. B.* And of the further Sum of 700 *l.* of like Money in Hand likewise paid by the said *S. M.* to the said *J. B.* before the Sealing and Delivery hereof, in full Payment and Satisfaction of the said Debt due and owing to the said *J. B.* And of the Sum of 5 *s.* of, &c. by the said *W. M. T. D.* and *T. F.* to the said *J. B.* in Hand also paid, at or before, &c. And in Consideration of the farther Sum of 600 *l.* of, &c. by the said *J. F.* and of 300 *l.* by the said *S. M.* to the said *R. D.* and *W. B.* in Hand also paid at and before the Sealing and Delivery of these Presents; the which said two last mentioned Sums are so paid to the said *R. D.* and *W. B.* to enable them to help to pay the Residue of the Debts and Legacies of the said *G. F.* And in Consideration of 5 *s.* of like Money to the said *R. D.* and *W. B.* by the said *W. M. T. D.* and *T. F.* in Hand also paid before the Sealing hereof; the Receipt of which said respective Sums of Money, they the said *J. B. R. D.* and *W. B.* do hereby respectively acknowledge, and thereof and of every Part and Parcel thereof, do acquit, release and discharge the said *W. M. J. F. S. M. T. D.* and *T. F.* respectively; He the said *J. B.* (by the Direction and Appointment of the said *R. D.* and *W. B.* and at the Nomination of the said *W. M. J. F.* and *S. M.* testified by their being
Parties

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Parties hereunto, and Sealing and Delivery of these Presents) and they the said R. D. and W. B. **Have** and every of them hath granted, released and confirmed, and by these Presents do and every of them doth grant, &c. unto the said T. D. and T. F. (in their actual Possession now being by Virtue of a Bargain and Sale to them made for one Year, &c.) **All** the said Messuages, Lands, Tenements, Hereditaments and Premisses, so as aforesaid granted or conveyed, or mentioned to be granted or conveyed to the said J. B. with their and every of their Appurtenances; And the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits thereof; And all the Estate, Right, Title, Interest, Property, Use, Trust, Claim and Demand whatsoever of them the said J. B. R. D. and W. B. or any or either of them, of, in, to or out of the Premisses hereby conveyed, or of, in, to or out of any Part or Parcel thereof; **To have and to hold** the said Messuages, Lands, Tenements, Hereditaments, and all and singular the Premisses hereby conveyed, or mentioned or intended to be hereby conveyed, with their and every of their Appurtenances, unto the said T. D. and T. F. their Heirs and Assigns, **To** the Uses herein after mentioned, (that is to say) As for and concerning **All** that Capital Messuage or Farm-House, situate and lying, &c. and all that large Field or Close of Arable Land, called, &c. containing by Estimation, &c. (*here insert the Particulars of what was purchased out of the Premisses by W. M.*) and also all Ways, Waters, Water-courses, Privileges, Profits, Commodities and Appurtenances whatsoever

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to the same Premises belonging or appertaining, **To** the Use and Behoof of the said *W. M.* his Heirs and Assigns for ever. And as for and concerning **All** those two Messuages or Tenements, situate and lying, &c. and all that Close of Pasture Ground, called by the Name of, &c. containing, &c. *(here add the Particulars of that Part of the Premises as was purchased by J. F.)* and also all Ways, Waters, &c. **To** the Use and Behoof of the said *J. F.* his Heirs and Assigns for ever. **And** as for and concerning **All** those eighty Acres of Arable Land and thirty Acres of Pasture, situate and lying, &c. *(here add also the Particulars of the other Part of the said Premises purchased by S. M.)* and also all Ways, &c. **To** the Use and Behoof of the said *S. M.* his Heirs and Assigns for ever. **And** as for and concerning **All** and singular the Rest and Residue of the Messuages, Lands, Tenements and Hereditaments, hereby conveyed, or mentioned to be hereby conveyed, with their and every of their Appurtenances, and not hereby limited to or to the Use of the above named *W. M.* *J. F.* and *S. M.* respectively, **To** the Use of the said *R. D.* and *W. B.* and their Heirs, subject to the several Trusts in the abovesaid Will of the said *G. F.* contained. **And** the said *J. B.* for himself and his Heirs, doth covenant, promise and grant to and with the said *W. M.* *J. F.* and *S. M.* severally and respectively, and with their several and respective Heirs, Executors and Administrators, by these Presents, that he the said *J. B.* hath not at any Time heretofore committed, done or suffered any Act, Matter or Thing whatsoever, whereby or wherewith the respective Premises

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Premises hereby respectively limited in Use to the said *W. M. J. F.* and *S. M.* respectively, or any Part thereof, is, are or hereafter shall or may be charged, impeached or incumber'd in Title, Charge, Estate or otherwise howsoever; (Except by one Indenture of Lease bearing Date, &c. made by the said *J. B. R. D.* and *W. B.* to, &c. of Part of the several Premises limited to or to the Use of, &c.) And the said *J. B.* for himself and his Heirs, doth also covenant, promise and grant to and with the said *R. D.* and *W. B.* &c. that he the said *J. B.* hath not at any Time committed, suffered or done any Act, Matter or Thing whatsoever, whereby or wherewith the Premises hereby conveyed, or mentioned to be hereby conveyed, or any Part thereof, is, are or hereafter shall or may be charged or incumber'd in Title, Charge, Estate, or otherwise howsoever; (Except the said Indenture of Lease made to the said, &c. as aforesaid.) And the said *R. D.* and *W. B.* for themselves severally, and for their several Heirs, Executors and Administrators, do covenant, promise and grant to and with the said *W. M. J. F.* and *S. M.* respectively, and to and with their several and respective Heirs, Executors and Administrators, by these Presents, that they the said *R. D.* and *W. B.* or either of them, have not, nor hath at any Time heretofore committed, done or suffered any Act, Matter or Thing whatsoever, whereby or wherewith the respective Premises to them the said *W. M. J. F.* and *S. M.* respectively limited as aforesaid, is, are, or hereafter shall or may be impeached or incumber'd in Title, Charge, Estate, or otherwise howsoever, (except as

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aforesaid). And further that they the said *R. D.* and *W. B.* and all and every other Person and Persons having, or claiming to have, any Estate, Right, Title or Interest of, in or to the respective Premisses, so to them the said *W. M. J. F.* and *S. M.* and their Heirs respectively limited, as aforesaid, or any Part thereof, by, from or under them the said *R. D.* and *W. B.* or either of them, shall and will from Time to Time and at all Times hereafter, during the Space of seven Years next ensuing the Date hereof, at or upon the reasonable Request, and Costs and Charges of them the said *W. M. J. F.* and *S. M.* their Heirs and Assigns respectively, make, do, acknowledge and execute all and every lawful and reasonable Act and Acts, Thing and Things, Conveyances and Assurances, for the further, better, and more absolute assuring and confirming of the Premisses unto them the said *T. D.* and *T. F.* and their Heirs, to the several Uses aforesaid, **Be** the same by Fine or Fines, Recovery or Recoveries, or otherwise, as by the said *W. M. J. F.* and *S. M.* any or either of them, or any or either of their Counsel learned in the Law shall be reasonably devised, advised or required; **So** as the same do contain no greater or further Covenant or Warranty than against the proper Acts and Deeds of the Person or Persons so making the same, and so as such Person and Persons shall not be compelled or compellable, for the doing thereof, to travel from the Place or Places of his or their then respective Abode or Abodes. **In Witness, &c.**

A Special Deed of Feoffment of Land to Trustees, to the Use of the Feoffor, and after his Decease to the Use of his Children and Heirs Male, and during their Minority the Rents to be applied towards Payment of his Debts, &c.

THIS Indenture made, &c. Between *W. A.* of, &c. of the one Part, and *N. B.* of, &c. *E. L.* of, &c. and *H. B.* of, &c. of the other Part, **Witnesseth**, that the said *W. A.* for and in Consideration of the natural Love and Affection which he beareth towards *L. A.* *J. A.* and *T. A.* his three Sons, and for the Advancement of the Heirs Males of the Body of the said *W. A.* lawfully to be begotten, and for divers other Considerations herein mentioned, **hath** given, granted, enfeoffed, and confirmed, and by these Presents doth give, grant, enfeoff and confirm unto the said *N. B.* *E. L.* and *H. B.* All those Tenements and Lands, &c. situate, lying and being, &c. with all and singular the Houses, Edifices, Buildings, Ways, Waters, Easements, Privileges, Profits, Commodities, Advantages, Emoluments and Appurtenances whatsoever to the said Lands and Premises belonging or in any wise appertaining, or which now are or formerly have been accepted, taken, known, used, occupied or enjoyed, to or with the same, or as Part, Parcel or Member thereof, or of any Part thereof; **To have and to hold** the said Lands, Tenements, Hereditaments, and Premises, and every Part and Parcel thereof, with the Appurtenances, unto the said *N. B.* *E. L.* and

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and *H. B.* and their Heirs for ever, **To** the Use and Behoof of the said *W. A.* for the Term of his natural Life, without Impeachment of Waste ; And from and after the Decease of the said *W. A.* and during the Time that the said *L. A.* eldest Son and Heir apparent of the said *W. A.* or any other being the Heir of the said *W. A.* shall be under the Age of twenty-one Years, and until some Heirs of him the said *W. A.* shall have attained the said Age of twenty-one Years, **To** the Use of the said *N. B. E. L.* and *H. B.* and the Survivor and Survivors of them, and the Executors and Administrators of the Survivor of them ; **Upon Trust** and to the Intent and Purpose that the said *N. B. E. L.* and *H. B.* and the Survivors or Survivor of them, and the Executors and Administrators of the Survivor of them, shall take, receive and enjoy the Rents, Issues, Profits, Income and Revenues of all and singular the said Lands, Tenements, &c. and every Part thereof, with the Appurtenances, and the same shall imploy during such Minority or Minorities as aforesaid, for and towards the Payment and Satisfaction of all the Debts and Legacies of the said *W. A.* to be mentioned and specified in the Last Will and Testament of him the said *W. A.* **And to** the Use and Intent that the said *N. B. E. L.* and *H. B.* the Feoffees, and the Survivors and Survivor of them, their or his Executors and Administrators, shall with the said Rents, Issues, Profits and Revenues coming, growing and arising out of and from the said Lands, Tenements, and Premises, with the Appurtenances, expend and disburse at all Times, such Charges in the Law and otherwise, as shall be necessary

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ry for the Defence and Maintenance of the Possession and Title of all and singular the Premisses, and every or any Part thereof, and for the Reparation and Amendment of all Buildings, &c. in, upon or belonging to the Premisses aforesaid; And the said Rents, Issues and Profits of the said Premisses shall receive and take, until such Time as all the said Debts and Legacies to be mentioned in the Will of the said *W. A.* as aforesaid, shall be paid, satisfied and performed, and until some Heir of the said *W. A.* shall have attained to the Age of twenty-one Years; **And to** the Use and Intent, that after such Debts and Legacies are paid and satisfied, the said Feoffees shall stand and be seised of the Overplus of such Rents, Issues, &c. **To** the only Use and Benefit of the Heirs of the said *W. A.* And after any of the Heirs of the said *W. A.* shall accomplish their full Ages of twenty-one Years, that then the said *N. B. E. L.* and *H. B.* and their Heirs, shall stand and be seised of all and singular the said Lands, Tenements and Premisses, **To** the Use and Behoof of the said *L. A.* eldest Son and Heir apparent of the said *W. A.* and the Heirs Male of his Body lawfully begotten; And for Default of such Heirs Male of the Body of the said *L. A.* lawfully begotten, **To** the Use and Behoof of the said *J. A.* second Son of the said *W. A.* and the Heirs Male of his Body lawfully begotten; And for Default of such Heirs Male of the Body of the said *J. A.* lawfully begotten, **To** the Use of the Heirs Male of the Body of the said *T. A.* third Son of the said *W. A.* And for Default of such Heirs Male of the Body of the said *T. A.* lawfully begotten, **To** the Use of the Heirs of the
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the Body of the said *W. A.* And for Default of such Issue, **To** the Use of the right Heirs of the said *W. A.* for ever. **Provided** always, and it is the true Intent and Meaning of these Presents, that if the said *W. A.* hereafter at any Time during his Life, shall demise, grant or lease the said Lands, Tenements and Premises above mentioned, or any Part or Parcel thereof, by his Deed indented under his Hand and Seal, for any Term of Years, or for Life, under any yearly or other Rent or Rents reserved; That then and immediately after any such Demise, Lease or Grant made by the said *W. A.* the said *N. B. E. L.* and *H. B.* shall stand and be seised of the said Lands and Premises so leased or granted, **To** the Use and Behoof of the same Lessees or Grantees, and every of them, and of their several Executors, Administrators and Assigns, during the Terms mentioned in such several Leases or Grants so to be made; **So** that the yearly Rent or Rents, reserved by the said *W. A.* in the said Demises or Grants be yearly paid unto the said *W. A.* during his Life, and after his Decease to such Person or Persons, as by the true Meaning of these Presents ought to have the Reversion or Remainder, Reversions or Remainders of the said Lands and Premises. **And** the said *W. A.* hath made, ordained, constituted and appointed, and by these Presents doth make, ordain, constitute and appoint *S. W.* of, &c. and *R. T.* of, &c. his true and lawful Attornies jointly, and either of them severally for him, and in his Name, into the said Lands, Tenements and Premises, with the Appurtenances, hereby granted, or mentioned to be granted, or into some Part thereof

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thereof, in the Name of the whole, to enter, and full and peaceable Possession and Seisin thereof, for him and in his Name to take and have; And after such Possession and Seisin so thereof had and taken, the like full and peaceable Possession and Seisin thereof, or of some Part thereof, in the Name of the whole, unto the said *N. B. E. L.* and *H. B.* or to their certain Attorney or Attornies in that Behalf, to give and deliver; **To hold** to them the said *N. B. E. L.* and *H. B.* and their Heirs, to, for and upon the several Trusts, Uses, Intents and Purposes herein and hereby above declared, according to the true Intent and Meaning of these Presents. **Provided** always, that if the said *W. A.* by his Writing, signed, sealed and executed in the Presence of three Witnesses, shall repeal or revoke all or any of the Uses aforesaid, or any Part thereof, that then and from thenceforth the said Uses so repealed or revoked by the said *W. A.* shall be void, and of no Effect, and then the said *N. B. E. L.* and *H. B.* the Feoffees shall stand seised of the Premises **To** the only Use of the said *W. A.* and his Heirs for ever. **In Witness, &c.**

A Deed of Feoffment of a Messuage or Tenement and Lands, made to a Purchaser, with a Letter of Attorney to deliver Possession and Seisin to the Feoffee.

THIS Indenture made, &c. Between *E. B.* of, &c. of the one Part, and *M. C.* of, &c. of the other Part, **Witnesseth**, that the said *E. B.* for and in Consideration of the
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Sum of, &c. of lawful Money of *Great Britain* to him in Hand paid by the said *M. C.* the Receipt whereof the said *E. B.* doth hereby confess and acknowledge, and for divers other good Causes and Considerations him thereunto moving, He the said *E. B.* hath granted, bargained and sold, aliened, enfeoffed, releafed and confirmed, and by these Presents doth grant, bargain, &c. unto the said *M. C.* his Heirs and Assigns for ever **All** that Messuage or Tenement, commonly called or known by the Name of, &c. with the Rights, Members and Appurtenances thereof, situate, lying and being in, &c. And all Houses, Outhouses, Edifices, Buildings, Orchards, Gardens, Lands, Meadows, Commons, Pastures, Feedings, Trees, Woods, Underwoods, Ways, Paths, Waters, Water-courses, Easements, Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever to the said Messuage or Tenement belonging, or in any wise appertaining, or which now or heretofore have been accepted, reputed, taken, known, used, occupied or enjoyed to or with the same, or as Part or Parcel thereof, or of any Part thereof; And the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the said Premises above mentioned, and of every Part thereof, with the Appurtenances; And also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said *E. B.* of, in and to the same Premises, and of, in and to every Part and Parcel thereof, with the Appurtenances; And also all Deeds, Evidences and Writings, touching or concerning the said Premises only, or only any Part thereof, with

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true Copies of all other Deeds, Evidences and Writings which concern the said Premisses, or any Part thereof, jointly with any other Lands or Tenements, now in the Custody or Possession of him the said *E. B.* or which he can or may get or come by without Suit in Law or Equity; the same Copies to be made at the Costs and Charges of the said *M. C.* his Heirs and Assigns; **To have and to hold** the said Messuage or Tenement, Lands, Hereditaments, and all and singular the Premisses above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said *M. C.* his Heirs and Assigns, **To** the only proper Use and Behoof of the said *M. C.* his Heirs and Assigns for ever. **And** the said *E. B.* for himself, his Heirs and Assigns, doth covenant and grant to and with the said *M. C.* his Heirs and Assigns, that he the said *E. B.* now is lawfully and rightfully seised in his own Right, of a good, sure, perfect, absolute and indefeasible Estate of Inheritance in Fee Simple of and in all and singular the said Messuage or Tenement, Lands, Hereditaments and Premisses above mentioned, and of every Part and Parcel thereof, with the Appurtenances, without any manner of Condition, Mortgage, Limitation of Use or Uses, or other Matter, Cause or Thing, to alter, change, charge or determine the same; **And also** that he the said *E. B.* now hath good Right, full Power, and lawful Authority, to grant, bargain, sell and convey the said Messuage or Tenement and Premisses above mentioned, with the Appurtenances, unto the said *M. C.* his Heirs and Assigns, **To** the only proper Use and Behoof of the said *M. C.* his Heirs and Assigns for ever,

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ever, according to the true Intent and Meaning of these Presents ; **And** also that he the said *M. C.* his Heirs and Assigns, shall and may at all Times for ever hereafter peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said Messuage or Tenement, Lands, Hereditaments and Premises above mentioned, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said *E. B.* his Heirs or Assigns, or of any other Person or Persons whatsoever, (except as herein after is excepted); **And** that freed and discharged, or otherwise well and sufficiently saved and kept harmless and indemnified of and from all former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Jointures, Dowers, Uses, Wills, Intails, Fines, Amerciaments, Annuities, Writings obligatory, Statutes, Recognizances, Extents, Judgments, Executions, Rents and Arrearages of Rent, and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances whatsoever, had, made, committed, done or suffered, or to be had, made, committed, done or suffered by the said *E. B.* or his Heirs, or any other Person or Persons whatsoever, claiming or to claim by, from or under him, them, or any of them ; (except a certain Lease granted of the said Premises to *H. W.* for the Term of, &c. under the yearly Rent of twenty Pounds). **And** further that he the said *E. B.* and his Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Premises above mentioned, or any Part thereof, by, from or under him, (except as before ex-

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cepted) shall and will from Time to Time, and at all Times hereafter, upon the reasonable Request, and at the Costs and Charges of the said *M. C.* his Heirs or Assigns, make, do and execute, or cause or procure to be made, done and executed, all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Device and Devices, Conveyance and Conveyances in the Law whatsoever, for the further, better and more perfect granting, conveying and assuring of all and singular the said Premises above mentioned, with the Appurtenances, unto the said *M. C.* his Heirs and Assigns, **To** the only proper Use and Behoof of the said *M. C.* his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents, as by the said *M. C.* his Heirs or Assigns, or his or their Counsel learned in the Law, shall be reasonably advised, devised or required. **And Lastly** the said *E. B.* hath made, ordained, constituted and appointed, and by these Presents doth make, ordain, constitute and appoint *A. L.* of, &c. and *T. J.* of, &c. his true and lawful Attornies for him, and in his Name, into the said Messuage, Lands and Premises, with the Appurtenances, hereby granted and conveyed, or into some Part thereof, in the Name of the whole, to enter, and full and peaceable Possession and Seisin thereof for him, and in his Name, to take and have; And after such Possession and Seisin thereof so taken and had, the like full and peaceable Possession thereof, or of some Part thereof, in the Name of the whole, unto the said *M. C.* or to his certain Attorney in that Behalf authorized, to give and deliver; **To**
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hold to him the said M. C. his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents; ratifying, confirming and allowing all and whatsoever his said Attornies, or either of them, shall do in the Premisses. * *In Witness, &c.*

A Special Deed of Feoffment of a Mesuage and certain Lands, partly Freehold, and partly Copyhold, made to one by several Feoffors, some of whom are Mortgagees of the Premisses; but with a Saving of Dower.

THIS Indenture made, &c. Between T. D. of, &c. S. D. of, &c. (eldest Son and Heir apparent of the said T. D.) C. J. of, &c. and G. T. of, &c. of the one Part, and A. P. of, &c. of the other Part, *Witnesseth,*

* The Deed of Feoffment, which is the most ancient Deed or Conveyance at Common Law, is said in some Cases to exceed the Conveyance by Fine and Recovery; because it clears all Disseisins, Abatements, Intrusions and other wrongful Estates, which neither a Fine, Recovery, nor Bargain and Sale by Deed indented and inrolled does. 1 *Inst.* But a Feoffment may not be made of such Things, whereof *Livery and Seisin* cannot be made; without which no Feoffment is good to pass an Estate; and therefore if either of the Parties die before Livery, the Deed becomes void. A Feoffment being made to one during Life, with Remainder to another, if the first refuses to take the Estate granted him, the other shall take presently; and 'tis for this Reason, because the whole Estate is out of the Feoffor by the Livery. 2 *Lev.* 27. This Deed has usually only a Covenant for peaceable Enjoyment, and further Assurance; and sometimes it is made to an Use, without any Covenant at all. In some Feoffments, a small Rent of 6 *d.* &c. is reserved.

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that for and in Consideration of the full Sum of 500 l. of, &c. to them the said *T. D. S. D. C. J.* and *G. T.* in Hand paid by the said *A. P.* at or before the Sealing and Delivery hereof, the Receipt whereof they the said *T. D. S. D. C. J.* and *G. T.* do hereby acknowledge, and thereof, and of every Part and Parcel thereof, do clearly and absolutely acquit, release and discharge the said *A. P.* his Executors and Administrators for ever by these Presents, **They** the said *T. D. S. D. C. J.* and *G. T.* **Have** granted, bargained, sold, aliened, enfeoffed and confirmed, and by these Presents, for them and their Heirs, do clearly and absolutely grant, bargain, sell, alien, enfeoff and confirm unto the said *A. P.* his Heirs and Assigns, **All** that Messuage or Tenement, called, &c. with the Appurtenances, situate, lying and being, &c. and all those, &c. and all and singular other the Lands, Tenements and Hereditaments whatsoever in, &c. in the said County of, &c. which were heretofore mortgaged and conveyed by the said *T. D.* and *S. D.* to the said *C. J.* and *G. T.* and their Heirs; And all other the Lands, Tenements and Hereditaments of the said *T. D.* and *S. D.* or either of them in, &c. All which Premisses now are or lately were in the Tenure or Occupation of, &c. and, &c. or one of them, their or one of their Assigns, or Under-Tenants; And all and singular Houses, Barns, Stables, Buildings, Crofts, Curtilages, Yards, Orchards, Gardens, Backsides, Meadows, Pastures, Feedings, Closes, Inclosures, Ways, Waters, Water-courses, Fishings, Fishing-Places, Wastes, Commons, Common of Pasture, Profits, Commodities, Emoluments, Advantages, Ease-

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ments, Hereditaments and Appurtenances whatsoever to the said Messuage or Tenement called, &c. or to all or any other the Premisses belonging or in any wise appertaining, or to or with the same usually occupied or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member thereof; **And** the Reversion and Reversions, Remainder and Remainders of all and singular the said Messuages, Lands, Tenements, Hereditaments and Premisses hereby granted or mentioned to be granted, and of every Part and Parcel thereof; **And** the Rents, Services and Profits to them or any of them incident, belonging or appertaining, reserved and payable in, by or upon any Lease or Leases, Grant or Grants, had, made or granted of the said Premisses, or any of them; **And also** all the Estate, Right, Title, Interest, Use, Possession, Property, Benefit, Trust, Claim and Demand whatsoever of them the said *T. D.* and *S. D.* *C. J.* and *G. T.* or any of them, of, in and to the same Premisses, or any of them, and of, in and to any Part or Parcel thereof; **And** all and every the Deeds, Evidences, Charters, Writings, Counterparts of Leases, Escripts and Minuments whatsoever, touching or in any wise concerning the Premisses, or any Part thereof, and which the said *T. D.* and *S. D.* *C. J.* and *G. T.* or any or either of them, have in their Possession or Custody, &c. together with true Copies of all such other Deeds, Evidences and Writings as do concern the said Premisses hereby granted, or any of them, or any Part thereof jointly with any other Lands, Tenements or Hereditaments of the said *T. D.* and *S. D.* or either of them, &c. All which
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Premises herein before granted, or mentioned to be granted, (Thirty-six Acres of Pasture Ground only excepted) are Freehold Lands, and the rest Copyhold Lands; **To have and to hold** the said Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises whatsoever hereby granted or mentioned to be granted, with their and every of their Appurtenances, as are Freehold, unto the said *A. P.* his Heirs and Assigns, **To** the only Use and Behoof of the said *A. P.* his Heirs and Assigns for ever, absolutely without any Manner of Condition, Redemption, or Limitation whatsoever: **And to have and to hold** the Rest and Residue of the Premises, being Copyhold Lands, to the said *A. P.* his Heirs and Assigns, according to the Custom of the Manor whereof they are held, by the Rents and Services therefore due and accustomed. **And** the said *T. D.* and *S. D.* and their Heirs, the said Freehold Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises hereby granted or mentioned to be granted, with their and every of their Appurtenances, unto the said *A. P.* his Heirs and Assigns, against them the said *T. D.* and *S. D.* their Heirs and Assigns, and all and every other Person and Persons claiming by, from or under them, or either of them, shall and will warrant and for ever defend by these Presents. **And** the said *T. D.* and *S. D.* for themselves, their Heirs, Executors, Administrators and Assigns, and for every of them, do covenant, promise and grant to and with the said *A. P.* his Heirs and Assigns, by these Presents, in Manner and Form following, that is to say, That for and notwithstanding any

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Act or Thing by them the said *T. D.* and *S. D.* or either of them, or by any other Person or Persons, by or with their or either of their Privity or Consent, done or committed to the contrary, they the said *T. D. S. D. C. J.* and *G. T.* at and immediately before the Sealing and Delivery of this present Indenture, are or some or one of them is, the true and lawful Owner or Owners, Proprietor or Proprietors of the said Freehold Messuages, Lands, Tenements, Hereditaments and Premisses hereby granted, or mentioned to be granted, and of every Part and Parcel thereof, with the Appurtenances; And are, or some or one of them is lawfully and rightfully seised thereof, and of every Part and Parcel thereof, of a good, pure, absolute and indefeasible Estate of Inheritance in Fee-Simple, without any Manner of Condition, Limitation of Use or Uses, or other Matter or Thing to alter, change or determine the same; And that they or some or one of them, shall continue so seised thereof, and of every Part and Parcel thereof, until a good, perfect and absolute Estate in Fee-Simple shall be thereof vested in the said *A. P.* and his Heirs, according to the Intent and true Meaning of these Presents. And that they the said *T. D. S. D. C. J.* and *G. T.* (for and notwithstanding any Act or Thing heretofore done or committed as aforesaid) have, or some or one of them hath, good Right, lawful and absolute Power and Authority in themselves, or in some or one of them, to bargain, sell, alien and convey all and singular the said Freehold Messuages, Lands, Tenements, Hereditaments and Premisses hereby granted or mentioned to be granted as aforesaid,

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said, and every Part and Parcel thereof, with the Appurtenances, unto the said *A. P.* his Heirs and Assigns, in Manner and Form aforesaid. **And also** that the said *A. P.* his Heirs and Assigns, and every of them, shall or lawfully may from Time to Time, and at all Times hereafter for ever freely, quietly and peaceably have, hold, occupy, possess and enjoy, all and singular the said Freehold Messuages, Lands, Tenements, Hereditaments and Premisses, hereby granted, or mentioned to be granted, and every Part and Parcel thereof, with their and every of their Appurtenances, without the Let, Suit, Trouble, Eviction, Disturbance, or other Hindrance, or Molestation whatsoever of the said *T. D. S. D. C. J.* and *G. T.* or any of them, their or any of their Heirs, Executors, Administrators or Assigns, or of any other Person or Persons whatsoever, any Thing having or lawfully claiming of, in or out of the said Premisses, or any Part or Parcel thereof, by, from or under them, or any of them. **And** that all and singular the said Freehold Messuages, Lands, Tenements, Hereditaments, and other the Premisses hereby granted, or mentioned to be granted, and every Part and Parcel thereof, with the Appurtenances, now are, and from henceforth for ever hereafter, shall be, remain and continue unto the said *A. P.* his Heirs and Assigns, free and clear, and freely, clearly and absolutely acquitted, exonerated and discharged of and from all and all Manner of former and other Bargains, Sales, Gifts, Grants, Estates, Feoffments, Devises, Intails, Uses, Rights, Titles, Rents, Arrearages of Rent, Issues, Fines, Post-Fines, Amerciaments, Debts, Duties,

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Judgments, Executions, Recognizances, Statutes Merchant, and of the Staple, Extents, Seisures, and all Charges, Troubles and Incumbrances whatsoever, had, made, committed, done, acknowledged or suffered, or caused to be had, made, committed, done, acknowledged or suffered by the said *T. D.* and *S. D.* or either of them, or by any other Person or Persons, by or with their or either of their Consent, Privity, Knowledge or Procurement; **Saving** only such Title of Dower as *A. D.* Wife of the said *T. D.* hath or may have of and in the Premisses, or any Part thereof. **And further** the said *T. D.* and *S. D.* do for themselves, their Heirs, Executors, Administrators and Assigns, and for every of them, covenant, promise, grant and agree, to and with the said *A. P.* his Heirs and Assigns, by these Presents, That they the said *T. D.* *S. D.* *C. J.* and *G. T.* and every of them, their and every of their Heirs and Assigns, and all and every other Person and Persons whatsoever, any Thing having or lawfully claiming in the said Premisses, or any Part or Parcel thereof, by, from or under them, or any of them, (other than the said *A. D.* Wife of the said *T. D.* for and in respect only of her Title of Dower) shall and will from Time to Time, and at all Times hereafter, within the Space of seven Years next ensuing the Date hereof, at and upon the reasonable Request, and proper Costs and Charges in the Law of the said *A. P.* his Heirs or Assigns, do, make, levy, execute, acknowledge and suffer, or cause to be done, made, levied, executed, acknowledged and suffered, all and every such farther and other reasonable Act and Acts, Thing
and

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and Things, Device and Devices, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever, for the farther, better, and more perfect Assurance, sure-making, conveying and confirming of the said Freehold Messuages, Lands, Tenements, Hereditaments and Premisses, with the Appurtenances, and of every or any Part or Parcel thereof, unto the said *A. P.* his Heirs and Assigns; **Be** it by Fine or Fines, Feoffment or Feoffments, Deed or Deeds indented or poll, inrolled or not inrolled, common Recovery or Recoveries, with single, double or treble Voucher or Vouchers, Release or Confirmation, or by all and every or any of the said Ways or Means, or by any other Ways or Means in the Law whatsoever, as by the said *A. P.* his Heirs or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, advised or required; **So** as the said farther Assurances so to be made, or any of them, do not nor shall contain any farther or other Warranty or Covenants for enjoying, than only against the Parties thereunto respectively, and their respective Heirs, and touching or concerning Acts and Deeds done or suffered by them, or any of them, severally and respectively; And so as for the making, acknowledging and executing of such farther Conveyances and Assurances, or any of them, the Persons that shall be required to make or execute the same be not compelled, nor compellable, to travel for the doing thereof above the Space of ten Miles from the Place of his, her or their Habitation or Abode at the Time of such Request to be made as aforesaid. **And** it is hereby covenanted, granted, concluded and agreed by and
between

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between the said Parties to these Presents, for them and their Heirs, and they do hereby declare, that all and singular Fine and Fines, common Recovery and Recoveries, and farther Assurances and Conveyances whatsoever of the said Premisses hereby granted, or mentioned to be granted, or any Part or Parcel thereof, hereafter to be had, made, levied, executed or acknowledged between the said Parties to these Presents, or any of them, or whereunto they or any of them shall be Party or Parties, **Shall** be and enure, and shall be construed, adjudg'd, deemed and taken to be and enure; And that all and every Person and Persons which now stand and be seised of the Premisses hereby granted, or mentioned to be granted, or of any Part or Parcel thereof, shall stand and be seised thereof, and of every Part and Parcel thereof, **To** the only proper Use and Behoof of the said *A. P.* his Heirs and Assigns for ever, and to none other Use, Intent or Purpose whatsoever. (*Here to be added separate Covenants from C. J. and G. T. the Mortgagees, that they have done no Act to incumber the Premisses.*) **In Witness, &c.**

A Feoffment or Conveyance of a Messuage or Tenement to a Person and his Heirs, To such Uses as he shall by Deed limit or appoint, under an yearly Fee-Farm Rent, with Clause of Distress.

THIS Indenture made, &c. Between *E. L.* of, &c. of the one Part, and *A. M.* of, &c. of the other Part, **Witnesseth**, that the said *E. L.* for and in Consideration of the
Sum

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Sum of, &c. to him in Hand paid by the said *A. M.* the Receipt whereof the said *E. L.* doth hereby confess and acknowledge ; And in Consideration also of the Rent and Covenants herein after reserved and contained ; He the said *E. L.* **Doth** granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these Presents doth fully, freely and absolutely grant, bargain, &c. unto the said *A. M.* his Heirs and Assigns for ever, **All** that Messuage or Tenement, situate, lying and being in, &c. And also all Ways, Waters, Paths, Passages, Easements, Profits, Privileges, Advantages, Emoluments, Hereditaments and Appurtenances whatsoever, to the said Messuage or Tenement belonging, or in any wise appertaining, or to or with the same, or with any Part thereof, as Part, Parcel or Member thereof, used or enjoyed ; And the Reversion and Reversions, Remainder and Remainders of the said Premisses above mentioned, and of every Part and Parcel thereof, with the Appurtenances, and all Rents, Services and Profits thereto incident or belonging, &c. And also all the Estate, Right, Title, Interest, Possession, Freehold, Property, Claim and Demand whatsoever, of him the said *E. L.* of, in and to the said Premisses above mentioned, and of, in and to every Part and Parcel thereof, with the Appurtenances ; And also all Deeds, Evidences and Writings, touching or concerning the said Premisses only, or only any Part thereof ; **To have and to hold** the said Messuage or Tenement and Premisses hereby granted and conveyed, or mentioned or intended to be hereby granted and conveyed, and every Part and Parcel thereof, with

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with the Appurtenances, and the Reversions, Remainders, Rents and Services thereof, unto the said *A. M.* his Heirs and Assigns in Fee-Farm for ever; **To** such Uses, Intents and Purposes, as the said *A. M.* by any Deed in Writing under his Hand and Seal, testified by two or more credible Witnesses, shall from Time to Time limit, direct or appoint; And for want of such Limitation, Direction or Appointment, **To** the only proper Use and behoof of the said *A. M.* his Heirs and Assigns for ever; **Yielding and Paying** therefore yearly and every Year unto the said *E. L.* his Heirs and Assigns, the Rent or Sum of 3 *l.* of lawful Money of *Great Britain* at and upon the two most usual Feasts or Terms in the Year, (that is to say) the Feast of *St. Michael* the Archangel, and the Annunciation of the Blessed Virgin *Mary*, by even and equal Portions. **Provided** always, and if it shall happen, the said yearly Rent of 3 *l.* shall be behind and unpaid, in Part or in the whole, by the Space of one and twenty Days next after either of the said Feasts or Days appointed for Payment thereof, that then and so often it shall and may be lawful to and for the said *E. L.* his Heirs and Assigns, into the said Messuage or Tenement and Premises above mentioned, or into any Part thereof, to enter and distrain, and the Distress and Distresses then and there found to take, lead, drive, carry away and impound, and in Pound to detain and keep until he and they shall be fully paid and satisfied the said yearly Rent, and the Arrears thereof, (if any shall happen to be) and all Costs and Charges, that he or they shall expend thereabout. **And** the said *E. L.*
for

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for himself, his Heirs and Assigns, doth covenant and grant to and with the said *A. M.* his Heirs and Assigns, That (for and notwithstanding any Act, Matter or Thing, by him the said *E. L.* done or committed to the contrary) he the said *E. L.* hath good Right, full Power, and lawful Authority in his own Right to grant, bargain, sell and convey the said Messuage or Tenement and Premises above mentioned, with the Appurtenances, unto the said *A. M.* his Heirs and Assigns, **To** the only proper Use and Behoof of the said *A. M.* his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents; **And** also that he the said *A. M.* his Heirs and Assigns, shall and may from Time to Time, and at all Times from henceforth, for ever hereafter, by and under the Rent, Conditions and Agreements herein contained, peaceably and quietly enter into, have, hold, occupy, possess and enjoy all and singular the said Messuage or Tenement and Premises above mentioned, with the Appurtenances, and have, receive and take the Rents, Issues and Profits thereof to his and their own proper Use and Uses without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said *E. L.* his Heirs or Assigns, and of all and every other Person or Persons whatsoever; **And** that freed and discharged, or otherwise well and sufficiently saved and kept harmless and indemnified of and from all former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Jointures, Dowers, Uses, Wills, Intails, Fines, Post-Fines, Issues, Amerciaments, Seisures, Bonds, Annuities, Writings obligatory, Statutes Merchant,

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chant, and of the Staple, Recognizances, Extents, Judgments, Executions, Rents and Arrearages of Rent, and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances whatsoever, had, made, committed, done or suffered, or to be had, made, &c. by the said *E. L.* his Heirs or Assigns, or any other Person or Persons whatsoever, claiming or to claim by, from or under him, them, or any of them. **And further** that the said *E. L.* and his Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Messuage or Tenement and Premises above mentioned, or any Part thereof, by, from or under him or them, shall and will at all Times hereafter, upon the reasonable Request and at the Costs and Charges of him the said *A. M.* his Heirs or Assigns, make, do and execute, or cause or procure to be made, done and executed all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Device and Devices, Conveyance and Conveyances in the Law whatsoever, for the further, better and more perfect granting, conveying and assuring of all and singular the said Premises above mentioned, with the Appurtenances, unto the said *A. M.* his Heirs and Assigns, **To** the only proper Use and Behoof of the said *A. M.* his Heirs and Assigns for ever, **Subject** to the Rent, Conditions and Agreements herein contained, as by the said *A. M.* his Heirs or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, advised and required. **And Lastly** it is covenanted, granted, concluded and agreed upon by **and** between the
said

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said Parties to these Presents, and the true Intent and Meaning hereof also is, and it is hereby so declared, That all and every Fine and Fines, Recovery and Recoveries, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever, already had, made, levied, suffered, executed and acknowledged, or at any Time hereafter to be had, made, levied, suffered, executed and acknowledged by or between the said Parties to these Presents, or either of them, or by or between them or either of them, and any other Person or Persons, of the said Premisses above mentioned, with the Appurtenances, or any Part thereof, either alone by it self, or jointly with any other Lands, Tenements or Hereditaments, **As** for and concerning all and singular the said Premisses, with the Appurtenances, **Shall** be and enure, and shall be adjudged, esteemed and taken to be and enure, **To** and for the only proper Use and Behoof of the said *A. M.* his Heirs and Assigns for ever, **Subject** to the Rent, Conditions and Agreements herein before contained; And to and for none other Use, Intent or Purpose whatsoever. **In Witness, &c.**

A Special Deed of Gift and Feoffment of the fourth Part of an Inn, and Grant of Goods therein, made by an elder Brother to his younger Brothers and Sisters, as some Provision for them.

THIS Indenture made, &c. Between *J. S.* of, &c. eldest Son and Heir of *J. S.* late of, &c. deceased, on the Body of *E.* his Wife

Wife begotten, of the one Part, and *T. S.* of, *Ec.* *H. S.* of, *Ec.* *A. S.* of, *Ec.* and *E. S.* of, *Ec.* (Brothers and Sisters of the said *J. S.*) of the other Part. **Whereas** the said *J. S.* late of, *Ec.* deceased, by a certain Indenture of Release bearing Date, *Ec.* made between the said *J. S.* of the one Part, and *R. T.* of, *Ec.* *E. T.* only Daughter of the said *R. T.* and *G. W.* of, *Ec.* of the other Part, in Consideration of a Marriage then intended to be had and solemnized between the said *J. S.* and the said *E. T.* and of the Sum of 150*l.* to him the said *J. S.* in Hand paid by the said *R. T.* **Did** grant, release and convey to the said *R. T.* and *G. W.* one full fourth Part or Share, (the whole into four equal Parts to be divided) of **All** that Messuage, Tenement or Inn commonly called or known by the Name or Sign of the *Red Lion*, then in the Tenure or Occupation of, *Ec.* his Under-Tenants or Assigns, situate and being in, *Ec.* And also **All** that Messuage or Tenement, then or late in the Possession of the said *J. S.* lying and being, *Ec.* which he the said *J. S.* purchased of, *Ec.* And all Houses, Outhouses, Barns, Stables, Edifices, Buildings, Shops, Cellars, Sollars, Halls, Parlours, Chambers, Rooms, Yards, Backsides, Gardens, Ways, Water-courses, Lights, Easements, Commodities, Emoluments and Appurtenances to the same belonging or appertaining; **To hold** unto the said *R. T.* and *G. W.* their Heirs and Assigns, to the Uses therein after limited and appointed, and herein after mentioned and expressed, that is to say, **To** the Use of the said *J. S.* and his Heirs until the said intended Marriage should be solemnized, and from and after the Solemnization

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nization of the said Marriage, then to the Use of the said *J. S.* and his Assigns during his Life without Impeachment of Waste, and from and after his Decease, **To** the Use of the said *E. T.* and her Assigns during her Life, and after the Decease of the said *J. S.* and *E. T.* **To** the Use of the Heirs of the Body of the said *E. T.* by the said *J. S.* lawfully to be begotten, and for Default of such Issue **To** the Use of the said *J. S.* his Heirs and Assigns for ever. **And further** by the said Indenture or Marriage Settlement, the said *J. S.* did grant and assign to the said *R. T.* and *G. W.* one Fourth Part or Share of **All** the Household Goods, Implements and Utensils in and belonging to the aforesaid Inn, the Use whereof was given to, &c. during her Life, in and by the Last Will and Testament of, &c. deceased; **To hold** the said Fourth Part of the said Goods to the said *R. T.* and *G. W.* their Executors and Assigns, **In Trust** to permit the said *J. S.* after the Decease of, &c. during his Life to use and enjoy the same, and after his Decease to permit the said *E. T.* during her Life to use and enjoy the same, and after both their Deceases **In Trust** for the Child and Children of the said *J. S.* and *E. T.* that should be living at the Time of the Death of the Survivor of them, and the Executors and Assigns of such Child and Children, as Tenants in common and not as Joint-Tenants; And in case at the Death of the Survivor of them the said *J. S.* and *E. T.* there should be no Issue between them, Then **In Trust** for the Executors, Administrators and Assigns of the said *J. S.* and *E. T.* as in and by the said recited Indenture may more fully

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appear. And whereas the said intended Marriage afterwards took Effect, and the said *J. S.* and *E. T.* are both since dead, having left behind them the several Children Sons and Daughters, who are Parties to these Presents. And whereas the said *J. S.* Party to these Presents, as the eldest Son and Heir of the said *J. S.* deceased, by him begotten on the Body of the said *E.* is intituled to their whole Real Estate, but out of a just Regard for the Welfare of his younger Brothers and Sisters above named, who are not otherwise sufficiently provided for, he the said *J. S.* Party to these Presents, is contented to have, hold and enjoy to him and his Heirs and Assigns for ever, All that the said Messuage or Tenement above mentioned late in the Possession of the said, &c. with all and singular the Appurtenances thereunto belonging, and to have no more or any further Part of the said Estate; And hath agreed that the said *T. S. H. S. A. S.* and *E. S.* his said younger Brothers and Sisters shall have, hold and enjoy to them and their Heirs and Assigns for ever, All his the said *J. S.*'s Fourth Part of the said Messuage called the *Red Lion Inn*, with the Appurtenances. Now this Indenture witnesseth, that the said *J. S.* Party to these Presents, for and in Consideration of the natural Love and Affection which he hath and beareth unto the said *T. S. H. S. A. S.* and *E. S.* his said Brothers and Sisters, and for their better Maintenance and Preferment, and in Consideration also of the Sum of Ten Shillings of lawful Money of *Great Britain* to him the said *J. S.* Party to these Presents in Hand paid by them the said *T. S. H. S. A. S.* and *E. S.* the Receipt where-

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of is hereby acknowledged, **He** the said *J. S.* Party to these Presents, **hath** given, granted, aliened, enfeoffed and confirmed, and by these Presents doth give, grant, alien, enfeoff and confirm unto the said *T. S. H. S. A. S.* and *E. S.* their Heirs and Assigns, **All** that his full Fourth Part and Share of the said Messuage, Tenement or Inn, called or known by the said Name of the *Red Lion* Inn above mentioned and recited, situate, lying and being in, &c. aforesaid, with all and singular the Hereditaments and Appurtenances thereunto belonging, or in any wise appertaining, or therewith usually let, set, occupied, used or enjoyed as Part or Parcel thereof; **And** the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits thereof, and also all the Estate, Right, Title, Interest, Use, Trust, Property, Benefit, Claim and Demand whatsoever both in Law and Equity of him the said *J. S.* Party to these Presents, of, in and to the said Fourth Part or Share of the said Messuage or Tenement called the *Red Lion* Inn, with the Appurtenances; **To have and to hold** the said Fourth Part or Share of the said Messuage, Tenement or Inn, called the *Red Lion* Inn above mentioned, and all and singular the Hereditaments and Appurtenances thereunto belonging, unto the said *T. S. H. S. A. S.* and *E. S.* their Heirs and Assigns, **To** the only proper Use and Behoof of them the said *T. S. H. S. A. S.* and *E. S.* their Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever. **And** the said *J. S.* Party to these Presents, for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said *T. S.*

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H. S. A. S. and *E. S.* their Heirs and Assigns by these Presents, that they the said *T. S. H. S. A. S.* and *E. S.* their Heirs and Assigns, shall and lawfully may from henceforth for ever hereafter, peaceably and quietly have, hold, use, occupy, possess and enjoy the said Fourth Part of the said Messuage or Tenement called the *Red Lion Inn*, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said *J. S.* Party to these Presents, his Heirs, Executors or Administrators; And that free, clear and discharged, or well and sufficiently saved and kept harmless and indemnified, of and from all former and other Gifts, Grants, Bargains, Sales, Feoffments, Leases, Estates, Intails, Rights, Titles, Troubles, Charges and Incumbrances whatsoever had, made, committed, done or suffered, or to be had, made, &c. by the said *J. S.* Party to these Presents, his Heirs, Executors or Administrators, or any other Person or Persons lawfully claiming or to claim by, from or under him, them, or any or either of them. **And this Indenture further witnesseth** that the said *J. S.* Party to these Presents, for the Considerations aforesaid, **Doth** give, grant, assign and set over unto the said *T. S. H. S. A. S.* and *E. S.* **All** that the Share of the said *J. S.* Party to these Presents of and in one Fourth Part of the said Household Goods, Implements and Utensils whatsoever granted and assigned by the Marriage Settlement above recited, **In Trust** for all the Children of the said *J. S.* the Father and *E. T.* that should be living at the Time of the Decease of the Survivor of them; **And** all the Estate, Right, Title, Interest, Property,

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ty, Claim and Demand of him the said *J. S.* Party to these Presents of, in and to the same; **To have and to hold** the said Share of the said Fourth Part of the said Goods and Utensils above mentioned, unto the said *T. S. H. S. A. S.* and *E. S.* their Executors, Administrators and Assigns, **To** their and every of their own proper Use and Uses for ever. **And** the said *J. S.* Party to these Presents hath at the Sealing hereof delivered to the said *T. S.* for and in Behalf of himself and the said *H. S. A. S.* and *E. S.* Possession and Seisin of the said Fourth Part of the said Messuage or Tenement called the *Red Lion Inn*, and also of the said Share of the said Goods and Utensils above mentioned to be hereby granted, conveyed and assigned. **In Witness, &c.**

Deeds of Mortgage, and Securities for Money.

A Special Deed of Mortgage of a Messuage and Lands, made by a Man and his Wife, being her Estate, by levying a Fine to Uses.

THIS Indenture Tripartite made, &c. Between *A. R.* of, &c. and *M.* his Wife of the first Part, *B. D.* of, &c. of the second Part, and *N. H.* of, &c. of the third Part, Witnesseth, That for and in Consideration of the Sum of 200 *l.* of lawful Money of Great Britain to the said *A. R.* and *M.* his Wife, in Hand paid by the said *N. H.* at and before the Sealing and Delivery of these Presents, the Receipt whereof the said *A. R.* and *M.* his Wife do hereby acknowledge, and thereof and of every Part and Parcel thereof do acquit and discharge the said *N. H.* his Heirs, Executors, Administrators and Assigns, by these Presents; and to secure the Repayment thereof with Interest for the same, and for and in Consideration of the Sum of 5 *s.* of, &c. to the said *A. R.* and *M.* his Wife in Hand paid by the said *B. D.* the Receipt whereof is hereby also acknowledged; And for the settling of the Lands, Tenements and Hereditaments herein after mentioned, to the several Uses herein after declared, it is covenanted, granted, concluded and agreed upon by and between the said

said Parties to these Presents, and the said *A. R.* for himself, and the said *M.* his Wife and their Heirs, doth covenant, promise and agree to and with the said *B. D.* his Heirs and Assigns, by these Presents, that they the said *A. R.* and *M.* his Wife, or their Heirs, shall and will at the proper Costs of the said *A. R.* or his Heirs, before the End of *Trinity* Term next ensuing, acknowledge and levy in due Form of Law before his Majesty's Justices of the Court of *Common Pleas* at *Westminster*, unto the said *B. D.* and his Heirs, one Fine *Sur Conuissance de Droit come*, &c. with Proclamations to be thereupon had, according to the Form of the Statute in that Case made and provided, and the common Course of Fines in such Cases used, of **All** that Messuage or Tenement situate, lying and being in, &c. and of all those Lands, &c. in the Tenure of, &c. with all and singular the Appurtenances, and also of all other the Messuages, Lands, Tenements and Hereditaments of the said *A. R.* and *M.* his Wife, or either of them, situate, &c. and of all Houses, Edifices, Ways, Waters, &c. And also of the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances; and of all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever both in Law and Equity of the said *A. R.* and *M.* his Wife, of, in and to the said Premises, or any Part or Parcel thereof; by the Name and Description of two Messuages, ten Acres of Land, three Acres of Meadow, one Acre of Pasture, and Common of Pasture for all Manner of Cattle, with the Appurte-

nances in, &c. aforesaid, or by such other apt and convenient Name or Names, Quantity and Number of Messuages, Acres and Things as shall be thought fit to ascertain the same; **Which** said Fine so as aforesaid, or in any other Manner, or at any other Time to be had and levied, and all and every other Fine and Fines already had, or at any Time hereafter to be had, levied, sued or prosecuted of the said Messuage, Lands and Premises, or any Part thereof, by or between the said Parties to these Presents, or any of them, or whereunto they or any or either of them, are or shall be Parties or Privies, **Shall be** and enure, and shall be construed, esteemed and taken, and is hereby declared by all the said Parties to these Presents to be and enure, to the Uses herein after limited and expressed of and concerning the same, (that is to say) **To** the Use and Behoof of the said *N. H.* his Heirs and Assigns, **To** the only proper Use of the said *N. H.* his Heirs and Assigns for ever: Provided always, and it is hereby declared and agreed by and between the said Parties to these Presents, that if the said *A. R.* and *M.* his Wife, or either of them, their or either of their Heirs, Executors or Administrators, do and shall well and truly pay, or cause to be paid unto the said *N. H.* his Executors, Administrators or Assigns, the full Sum of 205 *l.* of, &c. on or before the Day, &c. next ensuing the Date hereof, without any Manner of Deduction or Abatement for Taxes or otherwise howsoever; that then the said *N. H.* his Heirs or Assigns, shall at the Request and Costs of the said *A. R.* and *M.* his Wife, by sufficient Conveyances in the Law convey and assure all and singular the
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said Messuage or Tenement, Lands and Premises above mentioned, with the Appurtenances, and all his and their Estate therein, unto such Person or Persons, and for such Estate and Interest as the said *A. R.* and *M.* his Wife shall during their joint Lives direct and appoint; And in Default of such Direction or Appointment, that then the said *N. H.* his Heirs or Assigns, upon Payment of the said Sum of 205 *l.* in Manner aforesaid, shall and will convey the said Messuage or Tenement and Premises, and all his and their Estate therein unto or to the Use of the said *A. R.* and *M.* his Wife, and the Survivor of them, for and during the Term of their natural Lives and the Life of the longest Liver of them, and from and after the Decease of the Survivor of them, unto or to the Use of the Heirs and Assigns of the said *M. R.* the Wife of the said *A. R.* for ever. And the said *A. R.* for himself, his Heirs, Executors and Administrators, and for the said *M.* his Wife and her Heirs, doth covenant, promise and agree to and with the said *N. H.* his Executors, Administrators and Assigns by these Presents, in Manner following, that is to say, that he the said *A. R.* his Heirs, Executors or Administrators, shall and will well and truly pay or cause to be paid unto the said *N. H.* his Executors, Administrators or Assigns, the said Sum of 205 *l.* of, &c. on or before the said Day, &c. next ensuing the Date hereof, according to the true Intent and Meaning of these Presents. And also that they the said *A. R.* and *M.* his Wife, or one of them, at the Time of the Sealing and Delivery of these Presents, are or is lawfully seised of and in the said Messuage or Tenement,

ment, Lands and Premisses above mentioned, with the Appurtenances, of a good, sure and perfect Estate of Inheritance in Fee-Simple in Possession; And now have or hath in him, her or themselves, good Right, full Power, and lawful and absolute Authority to convey, mortgage and assure the same Premisses unto the said *N. H.* his Heirs and Assigns, in Manner and Form aforesaid. **And** that if Default of Payment shall happen to be made of the said Sum of 205 *l.* at the Time above appointed for Payment thereof, it shall then be lawful for the said *N. H.* his Heirs and Assigns, to enter into, have, hold and enjoy the said Messuage or Tenement, Lands and Premisses, with the Appurtenances, and the Rents, Issues and Profits thereof to receive and take to his and their own Use and Uses for ever, without the Let, Suit, Trouble or Interruption of them the said *A. R.* and *M.* his Wife, their Heirs or Assigns, or any other Person or Persons whatsoever; And that freed and discharged of and from all former and other Gifts, Grants, Bargains, Sales, Leases, Mortgages, Jointures, Dowers and Right of Dower, Rents and Arrears of Rent, and of, from and against all other Titles, Charges and Incumbrances whatsoever. **And further,** that after such Default of Payment shall happen to be made, they the said *A. R.* and *M.* his Wife, their Heirs and Assigns, and all other Persons having or claiming, or who shall or may have or lawfully claim any Estate or Interest in the said Messuage or Tenement and Premisses above mentioned, or any Part thereof, by, from or under them, or either of them, shall and will at all Times afterwards, at the Request, Cost and Charges

Charges in the Law of the said *N. H.* his Heirs, Executors, Administrators or Assigns, make, do, execute and suffer, or cause or procure to be made, done, executed and suffered, all such further and other reasonable Act and Acts, Conveyances and Assurances in the Law whatsoever, for the better, more perfect and absolute conveying and assuring of the said Premises above mentioned, with the Appurtenances, unto the said *N. H.* his Heirs and Assigns, **To** the only proper Use and Behoof of the said *N. H.* his Heirs and Assigns for ever, as by the said *N. H.* his Heirs or Assigns, or his or their Counsel learned in the Law shall be reasonably devised or advised and required. **And lastly**, it is hereby declared and agreed by and between the said Parties to these Presents, that until Default shall happen to be made in Payment of the said Sum in the Proviso above mentioned, at the Time therein appointed for the Payment thereof, it shall and may be lawful to and for the said *A. R.* and *M.* his Wife, and the Heirs and Assigns of the said *M. R.* to hold and enjoy the said Premises, and receive and take the Rents and Profits thereof, without the Let or Interruption of the said *N. H.* his Heirs, Executors, Administrators or Assigns. **In witness, &c.**

A Deed of Mortgage in Fee of a Messuage or Tenement, with a Covenant on Default of paying the Money borrowed, to make farther Assurance absolutely freed and discharged from the Proviso contained in the Deed.

THIS Indenture made, &c. Between *S. A.* of, &c. of the one Part, and *T. W.* of, &c. of the other Part, Witnesseth, that the said *S. A.* for and in Consideration of the Sum of 75*l.* of lawful Money, &c. to him in Hand paid by the said *T. W.* the Receipt whereof the said *S. A.* doth hereby confess and acknowledge, he the said *S. A.* hath granted, bargained, sold, aliened, released and confirmed, and by these Presents doth grant, bargain, &c. unto the said *T. W.* (in his actual Possession now being, by Virtue of a Bargain and Sale to him thereof made for one whole Year, by Indenture bearing Date the Day next before the Day of the Date of these Presents, and by Force of the Statute for transferring of Uses into Possession) and to his Heirs and Assigns for ever, All that Messuage situate, lying and being, &c. now in the Tenure or Occupation of, &c. together with all Houses, Out-houses, Edifices, Buildings, Backsides, Yards, Gardens, Ways, Waters, Commons, Easements, Commodities, Advantages, Hereditaments and Appurtenances thereunto belonging or in any wise appertaining, or which now are or formerly have been accepted, reputed, taken, known, used, occupied or enjoyed to or with the same, or as Part, Parcel or Member

ber thereof, or of any Part thereof; And also the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and singular the said Premisses above mentioned, and every Part and Parcel thereof; And also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said *S. A.* of, in and to the said Premisses, and of, in and to every Part and Parcel thereof, with the Appurtenances; And all Deeds, Evidences and Writings, touching or concerning the said Premisses above mentioned, or any Part thereof; **To have and to hold** the said Messuage or Tenement, and all and singular other the Premisses hereby granted and released, or mentioned or intended to be hereby granted and released, and every Part and Parcel thereof, with the Appurtenances, unto the said *T. W.* his Heirs and Assigns, **To** the only proper Use and Behoof of the said *T. W.* his Heirs and Assigns for ever: **Provided** always, and it is agreed by and between the said Parties to these Presents, That if the said *S. A.* his Heirs or Assigns, do and shall well and truly pay, or cause to be paid unto the said *T. W.* his Executors, Administrators or Assigns, the full Sum of 75 *l.* of, &c. with lawful Interest for the same, on or before the Day, &c. which will be in the Year of our Lord, &c. without any Deduction or Abatement, for or in Respect of any Taxes, Assessments, or any other Charges or Impositions whatsoever, either ordinary or extraordinary; that then and from thenceforth these Presents, and every Thing herein contained, shall cease, determine and be void; any Thing herein contained to the contrary notwithstanding. **And** the said *S. A.*
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for himself, his Heirs and Assigns, doth covenant and grant to and with the said *T. W.* his Executors, Administrators and Assigns, that he the said *S. A.* his Heirs or Assigns, shall and will well and truly pay or cause to be paid unto the said *T. W.* his Executors, Administrators or Assigns, the said full Sum of 75 *l.* of, *£c.* with lawful Interest for the same, on or before, *£c.* which will be in the Year, *£c.* without any Deduction as aforesaid, according to the true Intent and Meaning of these Presents. **And also** that the said *T. W.* his Heirs and Assigns, shall and may from Time to Time, and at all Times, after Default shall be made in Performance of the Proviso or Condition herein contained, peaceably and quietly enter into, have, hold, occupy, possess and enjoy the said Messuage or Tenement and Premises above-mentioned, with the Appurtenances, without the Let, Suit, Trouble, Hindrance, Molestation, Interruption and Denial of him the said *S. A.* his Heirs and Assigns, and of all and every other Person and Persons whatsoever. **And further**, that he the said *S. A.* and his Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Premises above mentioned, or any Part thereof, shall and will at any Time or Times, after Default shall be made in Performance of the said Proviso or Condition herein contained, make, do and execute, or cause or procure to be made, done and executed, all and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better and more perfect granting and assuring of all and singular the said Premises

misses above mentioned, and of every Part and Parcel thereof, with the Appurtenances, unto the said *T. W.* his Heirs and Assigns, **TO** the only proper Use and Behoof of the said *T. W.* his Heirs and Assigns for ever, absolutely freed and discharged of and from the Proviso or Condition herein contained, and of and from all Equity of Redemption, by Virtue or Colour thereof, according to the true Intent and Meaning of these Presents; as by the said *T. W.* his Heirs or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, or advised and required. **And** lastly, it is covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, and the true Meaning hereof also is; and it is hereby so declared, that the said *S. A.* his Heirs and Assigns, shall and may at all Times, until Default shall be made in Performance of the Proviso or Condition herein contained, peaceably and quietly have, hold and enjoy all and singular the Premises above mentioned, and receive and take the Rents and Profits thereof to his and their own proper Use and Benefit; any Thing herein contained to the contrary notwithstanding. **In** witness, &c.

Recital of a Term for Years, and Covenant to direct the same to be assigned in Trust, as a Security against other Incumbrances.

AND whereas *J. N.* of, &c. doth stand legally possessed of, and interested in **All** that the said Messuage or Tenement, and all
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and singular other the Premises above mentioned, for and during the Remainder of a Term of 500 Years, by Virtue of several Assignments thereof, upon **Trust** to attend and wait upon the Freehold and Inheritance of the said Premises, and to protect the same from Incumbrances. **Now** the said *S. A.* for himself, his Heirs, Executors and Administrators, doth further covenant and grant to and with the said *T. W.* his Heirs, Executors, Administrators and Assigns, by these Presents, That he the said *S. A.* his Heirs and Assigns, shall and will upon the Request of the said *T. W.* his Heirs, Executors or Administrators, direct and appoint the said *J. N.* his Executors and Administrators, to assign and convey, and that he the said *J. N.* his Executors and Administrators shall assign and convey all the rest and Residue of the said Term of 500 Years to come and unexpired, unto such Person or Persons as he the said *T. W.* his Heirs, Executors or Administrators shall nominate and appoint; **In Trust** nevertheless that the said Term and Estate so to be assigned, shall attend and wait upon the Freehold and Inheritance of the said Premises, as now hereby granted, and be kept on Foot to prevent extinguishing the same, and to keep off and protect the said Messuage or Tenement and Premises from mesne Incumbrances. **In witness, &c.**

A Special Deed of Mortgage of Lands, &c. for the Term, of 1000 Years, wherein is contained a Covenant to levy a Fine of the Lands for the confirming of the said Term, and Covenants to save the Mortgagee harmless and indemnified from all Taxes, &c.

THIS Indenture made, &c. Between *W. B. of, &c. and T. B. of, &c. and E. his Wife of the one Part, and R. D. of, &c. of the other Part, Witnesseth* that the said *T. B.* for and in Consideration of the Sum of 1300 *l.* of lawful Money of Great Britain to him in Hand paid by the said *R. D.* the Receipt whereof the said *T. B.* doth hereby confess and acknowledge, and the said *W. B.* at the Request and by and with the Consent and Agreement of the said *T. B.* And in Consideration also of the Sum of 5 *s.* of like, &c. to him the said *W. B.* in Hand paid by the said *R. D.* the Receipt whereof he doth hereby confess and acknowledge; They the said *T. B.* and *W. B.* Have and either of them hath granted, bargained and sold, and by these Presents Do, and either of them doth grant, &c. unto the said *R. D.* All that Capital Messuage and Farm-House, with the Barns, Stables and Buildings thereunto belonging, and all those Closes or Parcels of Arable Land, Meadow, and Pasture Ground, commonly called or known by the Names of, &c. All which said Premises do contain in the whole, by Estimation, two hundred and twenty Acres, be the same more or less, and are situate, ly-
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ing and being in, &c. and now or late were in the several Tenures or Occupations of, &c. And also all and singular Houses, Outhouses, Edifices, Buildings, Orchards, Gardens, Trees, Woods, Underwoods, Ways, Waters, Easements, Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever to the said Messuage, Farm, Closes or Parcels of Land and Premises above mentioned, every or any Part thereof belonging or appertaining, or therewith or with any Part thereof, as Part, Parcel or Member thereof demised, letten, used, occupied or enjoyed, reputed, taken or known, as Part, Parcel or Member thereof; And also the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and singular the said Premises above mentioned, and of every Part and Parcel thereof, with the Appurtenances; **To have and to hold** all and singular the said Capital Messuage, Farms, Lands, Tenements, Hereditaments and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances unto the said R. D. his Executors, Administrators and Assigns, for and during the Term of 1000 Years, next and immediately ensuing and following, and fully to be compleat and ended; **Yielding** and paying therefore yearly, during the said Term, one Pepper-Corn in and upon the Feast of St. Michael the Archangel only, (if the same shall be demanded. **Provided** always, and upon Condition, That if the said T. B. his Heirs or Assigns, do and shall well and truly pay, or cause to be paid unto the said R. D. his Executors, Administrators or Assigns, the full Sum of 1332 *l.* 10 *s.* of, &c. on or before the Day,
&c.

&c. next coming, without any Deduction, or Abatement for Taxes, Assessments, or any other Impositions whatsoever, either ordinary or extraordinary; that then and from thenceforth these Presents, and every Thing herein contain'd, shall cease, determine, and be void to all Intents and Purposes whatsoever; any Thing herein contained to the contrary thereof in any wise notwithstanding. And each of them the said *T. B.* and *W. B.* severally and apart, and not jointly, and for his and their several Heirs and Assigns, doth covenant and grant to and with the said *R. D.* his Executors, Administrators and Assigns, That he the said *T. B.* his Heirs or Assigns shall and will well and truly pay, or cause to be paid unto the said *R. D.* his Executors, Administrators or Assigns, the said full Sum of 1332*l.* &c. on or before the said Day, &c. next coming, without any Deduction as aforesaid, according to the true Intent and Meaning of these Presents; And also that he the said *T. B.* his Heirs or Assigns, shall and will at all Times hereafter save harmless and keep indemnified the said *R. D.* his Executors, Administrators and Assigns, of and from all Taxes and Payments whatsoever imposed or to be imposed, either on the Security hereby given, or the Money hereby secured, or any Part thereof, or on the said *R. D.* his Executors, Administrators or Assigns, for or in Respect thereof, or of any Part thereof; And also that they the said *T. B.* and *W. B.* have or one of them now hath good Right, full Power and lawful Authority in their or one of their own Rights or Right, to grant, bargain and sell all and singular the said Capital Messuage, Farm,

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Lands,

Lands, Tenements and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said R. D. **To hold** to him, his Executors, Administrators and Assigns, for and during the said Term of 1000 Years above hereby granted, according to the true Intent and Meaning of these Presents ; **And** also that the said R. D. his Executors, Administrators and Assigns, shall and may from Time to Time and at all Times, after Default shall be made in Performance of the Proviso or Condition aforesaid, for and during all the Rest and Residue of the said Term of 1000 Years hereby granted, which shall be then to come and unexpired, peaceably and quietly enter into, have, hold, occupy, possess and enjoy all and singular the said Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of them the said T. B. and W. B. their Heirs and Assigns, and of all and every other Person and Persons whatsoever ; **And** that freed and discharged of and from all former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Jointures, Dowers, Uses, Wills, Fines, Foist-Fines, Issues, Amerciaments, Seisures, Bonds, Annuities, Writings obligatory, Statutes Merchant and of the Staple, Recognizances, Extents, Judgments, Executions, Rents and Arrearages of Rent, and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances whatsoever. **And** the said T. B. and W. B. for themselves, their Heirs and Assigns, do covenant, grant and agree to and with the said R. D. his Heirs and Assigns,
That

That they the said *T. B.* and *E.* his Wife and *W. B.* shall and will on this Side and before the End of this present *Hillary* Term, before the King's Majesty's Justices of the Court of Common Pleas at *Westminster*, acknowledge and levy in due Form of Law unto *G. 7.* of, &c. and his Heirs, one Fine *Sur Conuzance de Droit come ceo*, &c. with Proclamations to be thereupon had, according to the Form of the Statute in that Case made and provided, of **All** and singular the said Premisses above mentioned, with the Appurtenances, by such Name and Names, Quantities, Qualities and Number of Messuages, Acres and Things, as by the said *R. D.* or his Counsell learned in the Law shall be reasonably devised, or advised and required; **Which** said Fine so to be had and levied in Manner aforesaid, and all and every other Fine and Fines already had, or at any Time hereafter to be had, levied, sued or prosecuted of the said Premisses, or any Part thereof, shall be and enure, and shall be adjudged, esteemed and taken to be and enure, In the first Place for the strengthening, corroborating and confirming of the said Term of 1000 Years above mentioned to be granted to the said *R. D.* Subject nevertheless to the Proviso or Condition herein contained; And from and after the Expiration, or other sooner Determination of the said Term, then to the only proper Use and Behoof of the said *T. B.* his Heirs or Assigns for ever, (or, **To** the Use and Behoof of the said *R. D.* his Executors, Administrators and Assigns, for and during the said Term of 1000 Years hereby granted by the said *T. B.* and *W. B.* of the said Messuage and Premisses unto the said *R. D.* And for the

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strengthening, corroborating and confirming of the said Term, Subject nevertheless to the Proviso herein contained; and from and after, &c.) Then to and for the only proper Use, &c.) **And further** that he the said *T. B.* and *W. B.* and their Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Capital Messuage, Farm and Premises above mentioned, or any Part thereof, shall and will at any Time or Times, after Default shall be made in Performance of the Proviso or Condition aforesaid, upon the reasonable Request of the said *R. D.* his Executors, Administrators or Assigns, make, do and execute, or cause or procure to be made, done and executed all and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better and more perfect granting and assuring of the said Premises above mentioned, and of every Part and Parcel thereof, with the Appurtenances, unto the said *R. D.* his Executors, Administrators and Assigns, for and during all the Rest and Residue of the said Term of 1000 Years hereby granted, which shall be then to come and unexpired, discharged of and from the Proviso or Condition aforesaid, and of and from all Benefit and Equity of Redemption of the said Premises by Virtue or Colour thereof, or otherwise howsoever, as by the said *R. D.* his Executors, Administrators or Assigns, or his or their Counsel learned in the Law shall be reasonably devised, advised and required. **And Lastly** it is covenanted and agreed by and between the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby

hereby so declared, That until Default shall be made in Performance of the Proviso or Condition herein contained, the said T. B. his Heirs and Assigns, shall and may peaceably and quietly have, hold and enjoy all and singular the said Messuage, Farm and Premises above mentioned, with the Appurtenances, and receive and take the Rents, Issues and Profits thereof to his and their own proper Use and Benefit; any Thing herein contained to the contrary thereof in any wise notwithstanding. * In Witness, &c.

* A Mortgage is generally made by Lease for a long Term of Years; and when an old Mortgage is assign'd to another, it shall from that Time be taken as a new Mortgage: And as the Mortgagee where a Mortgage is forfeited, is allowed Interest for his Interest; so an Assignee shall have it, for all Interest due on assigning the Mortgage. 2 Salk. 449. Tho' an Agreement made at the same Time with the original Mortgage, will not make future Interest to be principal. 1 Chanc. Rep. 218. In Equity if Lands are thrice mortgaged, the third Mortgagee may buy in the first Mortgage to protect his own; and by that Means he shall hold against the second Mortgagee. 2 Vent. 338. Likewise a second Mortgage, with the Title Deeds, shall be paid in Equity before a first Mortgage, without the Deeds. And by Statute, where Mortgagors make second Mortgages, and do not discover the first, the second Mortgagee may redeem, &c. 4 & 5 W. & M. c. 16. In Case a Mortgagee enters for Non-payment of the Money, yet the Mortgagor hath his Right to the Equity of Redemption in the Court of Chancery, where he may call such Mortgagee to an Account, for the Profits of the Lands, &c. See the Statute 7 Geo. 2. c. 20.

A very Special Mortgage of Messuages and Lands for 500 Years, after another Manner, where the Money is lent for a considerable Time, and to be paid on Notice given.

THIS Indenture made, &c. Between T. S. of, &c. of the one Part, and J. A. of, &c. of the other Part, Witnesseth, that the said T. S. for and in Consideration of the Sum of 700 l. of, &c. to him in Hand paid by the said J. A. at or before the Sealing and Delivery of these Presents, the Receipt whereof the said T. S. doth hereby acknowledge, and thereof and of every Part and Parcel thereof, doth clearly and absolutely acquit, exonerate and discharge the said J. A. his Executors and Administrators for ever by these Presents, Hath demised, granted, bargained and sold, and by these Presents doth demise, &c. unto the said J. A. his Executors, Administrators and Assigns, All those two Messuages or Tenements, with the Appurtenances, situate and being in, &c. now or late in the Tenure of, &c. and all those three Pieces or Parcels of Pasture Ground, containing by Estimation, &c. Acres, and two Pieces or Parcels of Meadow Ground containing, &c. now in the Tenure or Occupation of, &c. situate, lying and being in, &c. And also all Ways, Easements, Commons, Profits, Commodities, &c. and Appurtenances whatsoever to the said Messuages or Tenements, Lands and Premises, or any of them, or any Part thereof belonging, or in any wise appertaining; To have and to hold the said Messuages, Lands, Tene-

Tenements, Hereditaments and all and singular other the Premises hereby demised, or mentioned to be demised, with their and every of their Appurtenances unto the said *J. A.* his Executors, Administrators and Assigns, for and during the Term of 500 Years from henceforth next ensuing and fully to be compleat and ended, without Impeachment of Waste. And the said *T. S.* for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said *J. A.* his Executors, Administrators and Assigns, and every of them by these Presents, that he the said *T. S.* his Heirs, Executors, Administrators and Assigns, or some or one of them, shall and will without any Deduction or Abatement for any Taxes, Charges, or Payments whatsoever, ordinary or extraordinary, well and truly pay or cause to be paid unto the said *J. A.* his Executors, Administrators or Assigns, at such Times and Place, and in such Manner as is herein after expressed, the full Sum of 700 *l.* of, *£c.* and also Interest for the same after the Rate of 5 *l.* per Centum per Annum, or for a Hundred by the Year, until the said 700 *l.* shall be paid, that is to say; If the said *J. A.* his Executors, Administrators or Assigns, shall at any Time before the, *£c.* in the Year, *£c.* give or leave Notice in Writing, at or in the now Chambers of, *£c.* situate in *Lincoln's Inn*, unto or for the said *T. S.* his Heirs, Executors, Administrators or Assigns; or the said *T. S.* his Heirs, Executors, Administrators or Assigns, or any of them, shall at any Time before the said, *£c.* which shall be in the said Year of, *£c.* give or leave Notice in Writing at the said
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now Chambers of the said, &c. situate in *Lincoln's Inn* aforesaid, unto or for the said *J. A.* his Executors, Administrators or Assigns, for Payment to be made of the said Sum of 700 *l.* at the End of six Months then next after the giving or leaving such Notice; Then in either of the said Cases, whenever any such Notice shall be so given or left by either or any of the said Parties, the said Sum of 700 *l.* shall be paid unto the said *J. A.* his Executors, Administrators or Assigns, at or in the common Dining Hall of *Lincoln's Inn* aforesaid, at the End of six Months next ensuing after such Notice shall be so given or left as aforesaid. But if no such Notice for Payment of the said 700 *l.* shall be by either or any of the said Parties so given or left as aforesaid, before the said Day, &c. which shall be in the said Year, &c. Then the said Sum of 700 *l.* shall be paid unto the said *J. A.* his Executors, Administrators or Assigns, at or in the said common Dining Hall of, &c. aforesaid, upon the Day of, &c. which shall be in the Year, &c. without any farther Delay; And the said Interest for the same, or Consideration for the Forbearance thereof, after the Rate aforesaid, shall from Time to Time be well and truly paid by equal Half-yearly Payments of 17 *l.* 10 *s.* upon every Day of, &c. and, &c. in every Year, until such Time as the said 700 *l.* principal Money shall be paid, according as it is herein before covenanted to be paid; And at what Time soever the said Sum of 700 *l.* shall be so as aforesaid paid, all the Interest shall be paid for Forbearance thereof, proportionably for all the Time, from the then last Half-yearly Payment before, until the Day of Payment of the said
700 *l.*

700 l. And the said J. A. for himself, his Executors, Administrators and Assigns, and for every of them, doth covenant, promise and agree to and with the said T. S. his Heirs, Executors, Administrators and Assigns, and every of them by these Presents, That until some Default shall be made of or in Payment of the said Monies herein before covenanted to be paid, or of some Part thereof, he the said J. A. his Executors, Administrators and Assigns shall and will permit and suffer the said T. S. his Heirs and Assigns, peaceably and quietly to hold and enjoy all and singular the said Messuages, Lands, Tenements and Hereditaments hereby demised, or mentioned to be demised, with their and every of their Appurtenances; And to receive and take the Rents, Issues and Profits of them, and every of them, to his and their own Use and Uses, without the Let, Trouble, Interruption, Eviction or Ejection of the said J. A. his Executors, Administrators or Assigns, and without any Account to be given unto him the said J. A. his Executors, Administrators or Assigns, for or concerning the same. **Provided** always, and it is hereby granted, covenanted, concluded and agreed by and between the said Parties to these Presents, for themselves, their Heirs, Executors, Administrators and Assigns, That if the said T. S. his Heirs, Executors, Administrators or Assigns, or any of them, shall well and truly pay or cause to be paid unto the said J. A. his Executors, Administrators or Assigns the said Sum of 700 l. and all such Interest for Forbearance thereof as aforesaid, in such Sort, Manner and Form as the same is herein before covenanted to be paid; That then from and
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immediately after such Payment made, this present Indenture, and all and every the Term and Estate thereby granted, or mentioned to be granted, shall cease, determine and be void, and of none Effect, to all Intents and Purposes. **And** the said *T. S.* for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said *J. A.* his Executors, Administrators and Assigns, by these Presents, that he the said *T. S.* his Heirs, Executors, Administrators or Assigns, shall and will from Time to Time, until the said *J. A.* his Executors, Administrators or Assigns, shall be in actual Possession of the Premises, for Default of Payment of the said Monies, or some Part thereof, bear, pay and discharge all Taxes, Charges and Payments whatsoever, ordinary or extraordinary, imposed or to be imposed upon, or for or in Respect of the said Messuages, Lands, Tenements, Hereditaments and Premises hereby demised, or mentioned to be demised, or upon, for or in Respect of the said 700*l.* and Interest for the same, or by Reason thereof, and thereof and therefrom, and of and from all Distresses, Damages and Demands whatsoever, that shall arise concerning the same, shall and will acquit and discharge or save harmless the said *J. A.* his Executors, Administrators and Assigns and every of them. **And further** the said *T. S.* for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said *J. A.* his Executors, Administrators and Assigns, by these Presents, in Manner and Form following, that is to say, That he the said *T. S.*

is the true and lawful Owner and Proprietor of all and singular the said Messuages, Lands, Tenements, Hereditaments and Premisses hereby demised, or mentioned to be demised, and of every Part and Parcel thereof, with the Appurtenances; **And** is lawfully, rightfully and absolutely seised thereof, and of every Part and Parcel thereof, of a good, pure, absolute and indefeasible Estate of Inheritance in Fee-Simple, without any manner of Condition, Proviso or Limitation of Use or Uses, or other Restraint, Matter or Thing to determine, alter or change the same; **And** hath good Right, lawful and absolute Power and Authority in himself, to demise, grant, bargain and sell the said Messuages, Lands, Tenements, Hereditaments and Premisses hereby demised, or mentioned to be demised, and every Part and Parcel thereof, with their and every of their Appurtenances unto the said *J. A.* his Executors, Administrators and Assigns for and during all the said Term of 500 Years, and in Manner and Form aforesaid; **And** that if Default shall happen to be made of or in Payment of the said Monies herein before covenanted to be paid, or of any Part thereof; that then and from thenceforth it shall and may be lawful to and for the said *J. A.* his Executors, Administrators and Assigns, into all and singular the Premisses, and into every Part and Parcel thereof to enter, and the same from thenceforth for and during all the then Rest and Residue of the said Term of 500 Years, peaceably and quietly to have, hold and enjoy, and all and every the Rents, Issues, Profits and Commodities thereof, and of every Part and Parcel thereof, coming, arising or growing,

growing, to have and take, without any manner of Denial, Let, Suit, Trouble, Hindrance, Interruption, Eviction or Ejection of or by the said T. S. his Heirs or Assigns, and without the lawful Let, Suit, Trouble, Interruption, Eviction or Ejection of any other Person or Persons whatsoever; **And** free and clear, and freely, clearly and absolutely acquitted, exonerated and discharged of and from all and all Manner of former and other Bargains, Sales, Gifts, Grants, Jointures, Dowers, In-tails, Leases, Mortgages, Estates, Titles, Rents, Arrearages of Rents, Judgments, Statutes, Recognizances, Debts, Executions, Extents, Troubles, Forfeitures, Sequestrations, Seisures, Decrees, Charges and Incumbrances whatsoever, (all Leases as have been heretofore made of the Premisses in, &c. not exceeding the Term of, &c. only excepted and foreprised): **And further also**, that in Case of any such Default in Payment as aforesaid, he the said T. S. his Heirs and Assigns, shall and will from Time to Time, and at all Times thence after, upon the Request of the said J. A. his Executors, Administrators and Assigns, shew forth and deliver, or cause to be shewed forth and delivered unto the said J. A. his Executors, Administrators and Assigns, or to his or their Counsel or Attornies, to be pleaded or given in Evidence, as Occasion shall require, for the necessary Maintenance or Defence of the Estate, Title and Interest of him the said J. A. his Executors and Assigns, of, in and to the Premisses hereby demised, or mentioned to be demised, and every or any Part thereof, **All** Deeds, Evidences and Writings any ways concerning the same Premisses;

And also several Indentures made or mentioned to be made between, &c. whereby Part of the said Premises are conveyed with other Lands to the said T. S. &c. Which said Indentures and Writings, the said J. A. for himself, his Executors, Administrators and Assigns, doth covenant, promise and grant to and with the said T. S. his Heirs and Assigns, to re-deliver or cause to be re-delivered to him the said T. S. his Heirs, &c. within convenient Time after his or their necessary Use thereof, as safe, whole, uncanceled and undefaced as he the said J. A. his Executors, Administrators or Assigns, or his or their Counsel or Attornies received the same. **AND** the said T. S. doth also by these Presents, for himself, his Heirs, Executors, Administrators and Assigns, covenant, promise and agree to and with the said J. A. his Executors, Administrators and Assigns, that if any Default shall happen to be made of or in Payment of the said Monies, or any Part thereof, herein before covenanted to be paid; That then at any Time after such Default made, he the said T. S. his Heirs and Assigns, and all and every other Person and Persons, any Estate having or lawfully claiming of, in, to or out of the said Messuages, Lands, Tenements, Hereditaments and Premises, or any Part thereof, (other than the Persons and Lessees whose Estates and Interests are herein before excepted for and in Respect only of the same Leases and Estates, and not otherwise) shall and will at the reasonable Request, and proper Costs and Charges in the Law of the said J. A. his Executors, Administrators or Assigns, make, do and execute all and every such Act and Acts for the farther
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and better assuring and conveying of the said Messuages, Lands, Tenements, Hereditaments and all and singular other the Premisses, with their and every of their Appurtenances, unto the said J. A. his Executors, Administrators and Assigns for and during the Term hereby granted or mentioned to be granted; Be it by Fine or Fines *Sur Concessit*, or *Sur Conusans de Droit*, Deed or Deeds, Recovery or Recoveries, with single, double or treble Voucher or Vouchers, Release or Confirmation, or by all and every or any of the said Ways and Means, or by any other Ways and Means in the Law whatsoever, As by the said J. A. his Executors, Administrators or Assigns, or his or their Counsel learned in the Law shall be reasonably devised, advised or required. In Witness, &c.

A Deed of Mortgage of an ancient Messuage or Mansion-House and Lands, &c. to hold for 500 Years, without Impeachment of Waste, with Covenant that the Premisses are of a certain yearly Value, and that the Mortgagor shall not cut down any Timber growing thereon.

THIS Indenture Tripartite made, &c. Between R. W. of, &c. of the first Part, L. N. of, &c. of the second Part, and M. F. of, &c. and G. J. of, &c. of the third Part, Witnesseth, that the said R. W. for and in Consideration of the Sum of two Hundred Pounds of lawful Money, &c. to him in Hand paid by the said L. N. at and before the Ensealing and Delivery of these Presents, the Receipt whereof

whereof the said *R. W.* doth acknowledge, and thereof, and of every Part thereof, doth acquit, exonerate and discharge the said *L. N.* his Executors and Administrators by these Presents, **hath** granted, bargained and sold, and by these Presents doth grant, &c. unto the said *L. N.* **All** that ancient Messuage or Mansion-House, with its Appurtenances, situate, lying and being, &c. in the Tenure or Occupation of, &c. together with the Barns, Stables, Out-houses, Orchards, Gardens, Backsides, Yards and Tofts to the same Messuage belonging, or in any wise appertaining, or therewith used and enjoyed, or reputed or taken as Part, Parcel or Member thereof; And all that Close of Pasture Ground, containing by Estimation, &c. And also all that Coppice, Grove or Wood, unto the said Messuage, or near thereunto adjoining, and containing by Estimation, &c. Acres, be the same more or less, now in the Tenure or Occupation of, &c. his Assigns or Under-Tenants; And the Reversion and Reversions, Remainder and Remainders, yearly and other Rents, Issues and Profits of all and singular the Premises, and of every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances; **To have and to hold** the said ancient Messuage or Mansion-House, Lands and other the Premises herein before mentioned, and intended to be hereby granted, with their and every of their Appurtenances, unto the said *L. N.* his Executors, Administrators and Assigns, from the Day next before the Day of the Date hereof, for and during and unto the full End and Term of 500 Years, from thence next ensuing and fully to be compleat and ended, without

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Impeachment of or for any manner of Waste ;
Yielding and paying therefore yearly, during
the said Term upon the twenty-fifth Day of
March the Rent of one Pepper-Corn, if the
same be demanded : **Provided** always, and
upon Condition that if the said *R. W.* his
Heirs, Executors, Administrators or Assigns,
shall well and truly pay or cause to be paid
unto the said *L. N.* his Executors, Administra-
tors or Assigns, the Sum of two Hundred and
Ten Pounds of, *£c.* at or in the now Dwel-
ling-House of the said *L. N.* situate in, *£c.*
aforesaid, without any Deduction, Defalcation
or Abatement out of the same, or any Part
thereof, for or in Respect of any Taxes,
Charges, Assessments, Payments, or of any
other Matter or Thing whatsoever, taxed,
charged or imposed, or to be taxed upon, *£c.*
upon the said Premisses, or upon the said *L. N.*
his Executors, Administrators and Assigns, for
or on Account thereof, by Authority of Par-
liament, or otherwise howsoever, in Manner
and Form following, that is to say, the Sum
of five Pounds Parcel thereof upon the Day,
£c. next ensuing the Date of these Presents,
and the Sum of two Hundred and Five Pounds
Residue thereof, upon the Day, *£c.* which
shall be in the Year of our Lord, *£c.* That
then and at all Times from thenceforth, this
Indenture and the Lease and Estate hereby
granted and conveyed, and every Clause and
Sentence therein shall cease, determine and be
utterly void, to all Intents and Purposes ; any
Thing herein contained to the contrary there-
of in any wise notwithstanding. **And** the
said *R. W.* doth for himself, his Heirs, Execu-
tors, Administrators and Assigns, by these Pre-
sents

sents covenant, grant and agree to and with the said *L. N.* his Executors, Administrators and Assigns, that he the said *R. W.* his Executors, Administrators or Assigns shall and will truly pay or cause to be paid unto the said *L. N.* his Executors, Administrators and Assigns, the said Sum of two Hundred and Ten Pounds of, £3*c.* on the Days and at the Place herein before mentioned, in the said Proviso limited and expressed for Payment thereof, without any Deduction or Abatement for Taxes or otherwise, as aforesaid, according to the Purport of the said Proviso, and the true Intent and Meaning of these Presents. And the said *R. W.* for himself, his Heirs, Executors and Administrators, and for every of them, doth also covenant, grant and agree to and with the said *L. N.* his Executors, Administrators and Assigns, and to and with every of them, by these Presents, that he the said *R. W.* at the Time of the Sealing and Delivery of these Presents, is and doth stand lawfully, rightfully and absolutely seised of and in the said Messuage, Lands and Premises, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances, of a good, lawful, rightful, perfect, absolute and indefeasible Estate of Inheritance in his Demesne, as of Fee-Simple or Fee-Tail, without any manner of Condition, or Limitation of Use or Uses, Trust or Trusts, or any other Matter or Thing whatsoever, to alter, change, charge, revoke, make void, or determine the same; and without any Reversion or Remainder thereof, or of any Part or Parcel thereof, in any other Person or Persons whatsoever; And of such Estate therein shall and

will continue and be thereof seised, until the Premises and every Part and Parcel of the same, with their and every of their Appurtenances, shall be lawfully and sufficiently conveyed and assured by Fine or otherwise, unto him the said *L. N.* his Executors, Administrators and Assigns, for and during the said Term of 500 Years, according to the true Intent, Meaning and Purport of these Presents. **And** the said *R. W.* for himself, his Heirs, Executors and Administrators, doth further covenant, promise and grant to and with the said *L. N.* his Executors, Administrators and Assigns by these Presents, that he the said *R. W.* now hath full Power, good Right, true Title, and absolute Authority to grant, bargain and sell the said ancient Messuage or Mansion-House, and all and singular the said Premises, with their and every of their Appurtenances unto the said *L. N.* his Executors, Administrators and Assigns, for and during the said Term of 500 Years, without Impeachment of Waste, in Manner as aforesaid ; **And** that he the said *L. N.* his Executors, Administrators and Assigns, shall and may from Time to Time, and at all Times, from and after Default shall be made of and in Payment of the said Sum of two Hundred and Ten Pounds, or of any Part thereof, contrary to the Form of the aforesaid Proviso, for and during all the Residue of the said Term of 500 Years which shall be then to come and unexpired, peaceably and quietly enter into, have, hold, occupy, possess and enjoy the said ancient Messuage, Lands and Premises, with their and every of their Rights, Members and Appurtenances, and receive and take the Rents, Issues and Profits

Profits of the same Premisses, and of every Part and Parcel thereof, to his and their own Use and Uses, without the lawful Let, Suit, Trouble or Interruption of or by the said R. W. his Heirs or Assigns, or of or by any other Person or Persons whatsoever; **And** that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise by the said R. W. his Heirs, Executors, Administrators and Assigns, well and sufficiently saved, defended and kept harmless and indemnified of and from all and all Manner of former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Jointures, Dowers, Uses, Wills, Intails, Judgments, Executions, Extents, Statutes Merchant and of the Staple, Recognizances, Forfeitures, Rent-Services, Rent-Charges, Rent-Seck, Arrearages of Rent, and all other Charges, Estates, Titles, Troubles and Incumbrances whatsoever, had, made, done, committed or suffered, or to be had, made, &c. by the said R. W. his Heirs or Assigns, or any other Person or Persons whatsoever. **And further**, that the said Premisses before mentioned to be hereby granted, now are and be of the clear yearly Value of Sixteen Pounds *per Annum*, over and above all Charges and Reprizes, other than the publick Taxes; **And also** that he the said R. W. and S. his Wife, and the Heirs of the said R. W. and all and every other Person and Persons having or lawfully claiming, or that shall or may have or lawfully claim any Estate, Right, Title or Interest whatsoever, either in Law or Equity, of, in, to or out of the said ancient Messuage and Premisses, or any Part or Parcel thereof, shall and will from Time to Time and

at any Time after Default shall happen to be made of or in Payment of the said Sum of two Hundred and Ten Pounds, or of any Part thereof, contrary to the Form of the aforesaid Proviso, for and during the Term of ten Years thence next ensuing, upon every reasonable Request, and at the Costs and Charges in the Law of the said *L. N.* his Executors, Administrators and Assigns, make, do, acknowledge, levy, execute and suffer, or cause to be made, done, &c. all and every such further and other Act and Acts, Thing and Things, Conveyances and Assurances in the Law, for the further, better and more absolute granting, assuring, sure-making, ratifying and confirming of all and singular the said Messuage, Lands and Premises unto the said *L. N.* his Executors, Administrators and Assigns, for and during all the Residue of the said Term of 500 Years, which shall be then to come and unexpired, without Impeachment of Waste, discharged of the said Proviso and all Equity thereupon; **Be** it by Fine or Fines, Recovery or Recoveries, or any other Ways or Means whatsoever, as by the said *L. N.* his Executors, Administrators or Assigns, or his or their Counsel learned in the Law shall be reasonably advised, or devised and required. **And** it is hereby declared and agreed by and between the said Parties to these Presents, that in the mean time and until Default shall be made of or in Payment of the said Sum of two Hundred and Ten Pounds, or of some Part thereof, contrary to the Form and Effect of the said Proviso, he the said *R. W.* his Heirs and Assigns, shall or lawfully may have, hold and enjoy the said ancient Messuage or Mansion-House,

House, Lands and Premisses, and take and receive the Rents, Issues and Profits thereof, other than the Timber, Wood and Trees, now standing and growing, or which shall hereafter stand or grow in and upon the Premisses hereby granted or mentioned to be hereby granted, to his and their own proper Use, without the Let, Suit or Interruption of the said L. N. his Executors or Administrators, or of any other Person or Persons lawfully claiming by, from or under him, them or any of them. And the said R. W. doth also further for himself, his Heirs, Executors and Administrators covenant, promise and grant to and with the said L. N. his Executors, Administrators and Assigns by these Presents, that he the said R. W. his Heirs, Executors, Administrators or Assigns, shall not nor will sell, cut down, destroy, dispose of, or take any of the Timber, Wood or Trees now growing and standing, or hereafter to be growing or standing in and upon the said Premisses hereby granted or intended to be hereby granted, until after the full and compleat Performance of the said Proviso or Condition herein before mentioned and comprised. (*Here to be added a Covenant for R. W. and S. his Wife, to levy a Fine to M. F. and G. J. the other Parties, and declaring the Uses thereof.*) In Witness, &c.

A Special Mortgage of Lands for 21 Years, to secure Money due on balancing an Account, and for paying it by Yearly Payments, in which there is a Covenant to levy a Fine Sur concessit: And also a Letter of Attorney to receive the Rent of the Lands, on any Default made.

THIS Indenture made, &c. Between *A. B.* of, &c. and *J.* his Wife of the one Part, and *T. D.* of, &c. of the other Part. **Whereas** the said *A. B.* upon an Account now made up between him and the said *T. D.* stands justly indebted unto the said *T. D.* in the Sum of Eighty Pounds of lawful Money of Great Britain for Balance of the same Account, of and concerning divers Merchandizes, &c. **Now this Indenture witnesseth**, that the said *A. B.* for the better securing the Payment of the said Eighty Pounds with Interest, in Manner herein after expressed, and in Consideration also of 5 s. to the said *A. B.* and *J.* his Wife in Hand paid by the said *T. D.* the Receipt whereof is hereby acknowledged; They the said *A. B.* and *J.* his Wife, **Have** and either of them hath granted, bargained and sold, and by these Presents do and either of them doth grant, &c. unto the said *T. D.* **All** those Closes or Grounds, called by the Names following, that is to say, &c. or by whatsoever Name or Names the said Closes, or any of them, are called or known, and also all Trees, Woods, Underwoods, Profits, Commodities and Appurtenances whatsoever to the said Closes or Grounds,

Grounds, or any of them belonging or appertaining; And the Rents, Reversions, Remainders and Services thereof, and of every Part thereof; **To have and to hold** all and singular the said Closes, Grounds, Lands and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said *T. D.* his Executors, Administrators and Assigns, from the Day, &c. next coming, for and during and unto the full End and Term of twenty-one Years from thence next ensuing and fully to be compleat and ended; **Yielding** and paying therefore yearly during the said Term one Pepper-Corn in and upon the Feast of *St. Michael* the Archangel, if the same shall be lawfully demanded: **Provided** always, and upon Condition, That if the said *A. B.* his Heirs or Assigns, do and shall well and truly pay, or cause to be paid unto the said *T. D.* his Executors, Administrators or Assigns the full Sum of Twenty Pounds of lawful Money, &c. on or before the Day, &c. which will be in the Year of our Lord, &c. The further full Sum of Thirty Pounds of, &c. on or before the Day, &c. which will be in the Year of our Lord, &c. And the further full Sum of Thirty-eight Pounds of, &c. on the Day, &c. which will be in the Year of our Lord, &c. all the said Payments to be made without any Deduction or Defalcation for Taxes, Assessments, or any other Impositions whatsoever either ordinary or extraordinary; That then and from thenceforth these Presents, and every Thing herein contained, shall cease, determine and be void; any Thing herein contained to the contrary thereof in any wise notwithstanding. **And**
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the said *A. B.* for himself, his Heirs and Assigns, doth covenant and grant to and with the said *T. D.* his Executors, Administrators and Assigns, that he the said *A. B.* his Heirs or Assigns, shall and will well and truly pay or cause to be paid unto the said *T. D.* his Executors, Administrators or Assigns the several Sums of Money in the said Proviso or Condition mentioned, and at the several Days and Times in the same Proviso expressed, without any Deduction as aforesaid, according to the true Intent and Meaning of these Presents. **And also,** that he the said *T. D.* his Executors, Administrators and Assigns, shall and may from Time to Time, and at all Times, after Default shall be made in Payment of any or either of the said Sums of Money in the said Proviso expressed, for and during all the Rest and Residue of the said Term of Twenty-one Years above mentioned, which shall be then to come and unexpired, peaceably and quietly enter into, have, hold, occupy, possess and enjoy all and singular the said Premises hereby granted, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption or Denial of him the said *A. B.* his Heirs and Assigns, and of all and every other Person and Persons whatsoever. **And** it is covenanted, granted and agreed by and between the said Parties to these Presents, and the true Intent and Meaning hereof also is, and it is hereby so declared, that until Default shall be made in Performance of the Proviso or Condition aforesaid, he the said *A. B.* his Heirs and Assigns, shall and may peaceably and quietly have, hold and enjoy all and singular the
said

said Premisses above mentioned to be hereby granted, with the Appurtenances, and receive and take the Rents, Issues and Profits thereof, to his and their own proper Use and Benefit; any Thing herein contained to the contrary thereof in any wise notwithstanding. **And** the said *A. B.* for himself, his Heirs and Assigns, doth further covenant and grant to and with the said *T. D.* his Executors, Administrators and Assigns, and the said *J.* Wife of the said *A. B.* doth hereby agree, That they the said *A. B.* and *J.* his Wife, shall and will before the End of *Easter* Term next coming, at the Costs of him the said *A. B.* in due Form of Law acknowledge and levy to the said *T. D.* one Fine *Sur concessit*, &c. of the said Premisses, with the Appurtenances; Which Fine so to be levied is hereby declared, **Shall** be and enure, **To** the only proper Use and Behoof of the said *T. D.* his Executors, Administrators and Assigns, during the Term hereby granted, subject to the Proviso or Condition aforesaid. **And Lastly** the said *A. B.* and *J.* his Wife do also hereby make, ordain, constitute and appoint the said *T. D.* their true and lawful Attorney irrevocable, in their Names, but for the sole Use and Benefit of him the said *T. D.* his Executors, &c. after any Default made in Payment of any or either of the said Sums of Money, &c. to ask, demand and receive of and from *J. E.* all such Rent and Arrearages of Rent, which then are, or thence after shall grow due from the said *J. E.* out of and for the said Closes, Lands and Premisses above mentioned, with the Appurtenances, and upon Receipt thereof to give proper Acquittances and sufficient Discharges for the same; **And in**
Default

Default of Payment of the said Rent, or any Part thereof to the said *T. D.* they the said *A. B.* and *J.* his Wife do hereby authorise and impower him in their Names into and upon the said Premisses to enter and distrain, and the Distress and Distresses there found and taken to dispose of according to Law, for the speedy recovering and obtaining of the said Rent and the Arrears thereof; In order thereby to satisfy the Sum or Sums of Money in and by these Presents covenanted to be paid by the said *A. B.* his Heirs and Assigns, to the said *T. D.* his Executors, Administrators or Assigns, according to the Proviso aforesaid, from Time to Time until all the said Monies refused or neglected to be paid as aforesaid shall be fully satisfied. *In Witness, &c.*

A Mortgage of a Manor and Lands, with a special Proviso or Condition for Payment of an annual Sum of Money, for a certain Term of Years, in Lieu of Interest, at the End whereof the Principal Money is to be paid, or sooner upon giving Notice; and with a Covenant for the Mortgagor to hold the Lands, and receive the Rents and Profits, until the first Default of Payment, &c.

THIS Indenture made, &c. Between *J. D.* of, &c. of the one Part, and *W. T.* of, &c. of the other Part, Witnesseth, that the said *J. D.* for and in Consideration of the Sum of 300 *l.* of good and lawful Money, &c.

to

to him in Hand paid by the said *W. T.* at and before the Sealing and Delivery of these Presents, the Receipt whereof the said *J. D.* doth hereby acknowledge, and himself to be therewith fully satisfied, and thereof and of every Part thereof, doth acquit, exonerate and discharge the said *W. T.* his Executors and Administrators by these Presents, **Doth** bargained, sold, demised, granted and to Farm letten, and by these Presents doth bargain, sell, &c. unto the said *W. T.* his Executors, Administrators and Assigns, **All** that the Manor of, &c. in the County, &c. with the Rights, Members and Appurtenances thereof, and all Messuages, Houses, Waters, Mills, Lands, Tenements, Meadows, Pastures, Feedings, Woods, Underwoods, Commons, Heaths, Furze, Moors, Marshes, Wastes, Profits and Perquisites of Courts, Rent of Freeholders and Copyholders, Chief-Rents, Quit-Rents, Rents of Assise, Fines, Amerciaments, Heriots, Services, Royalties, Privileges, Franchises, Jurisdictions, Profits, Commodities, Hereditaments and Appurtenances whatsoever, to the said Manor belonging or appertaining, or accepted, reputed or taken as Part, Parcel or Member thereof; And also all that Messuage or Tenement, with the Close or Parcel of Pasture wherein the said Messuage standeth, containing by Estimation, &c. be the same more or less, situate, lying and being in, &c. now or late in the Tenure or Occupation of, &c. And also that Piece or Parcel of Land, &c. and all Woods, Underwoods, Timber and Trees, standing, growing or being in and upon the said several Pieces or Parcels of Land or any Part thereof, and all Ways, Waters, Commons
and

and Common of Pasture, Profits, Commodities, Hereditaments and Appurtenances whatsoever to the said Messuage or Tenement, and Closes or Parcels of Land and every or any of them belonging or appertaining, or with them or any of them used, occupied or enjoyed; And the Reversion and Reversions, Rents, Issues and Profits of the said Manor, Messuage or Tenement, Lands and Premises above mentioned, and every Part thereof; **To have and to hold** all and singular the said Manor, Messuage or Tenement, Closes and Parcels of Land, and all other the Premises, above in and by these Presents demised, granted, bargained and sold, with their and every of their Appurtenances, and the Rents and Reversions thereof, unto the said *W. T.* his Executors, Administrators and Assigns, from the Day next before the Day of the Date hereof, for and during the Term of 500 Years, from thence next ensuing and fully to be compleat and ended, without Impeachment of or for any manner of Waste; **Yield-
ing** and paying therefore yearly during the said Term one Pepper-Corn, &c. **Provided** always, and these Presents are nevertheless upon this Condition, that if the said *J. D.* his Heirs, Executors, Administrators or Assigns, or any of them, do and shall yearly and every Year from henceforth for and during the Term of six Years now next ensuing well and truly pay or cause to be paid unto the said *W. T.* his Executors, Administrators or Assigns, at, &c. the yearly Sum or annual Payment of 18*l.* of lawful, &c. on the 25th Day of *March* and the 29th Day of *September* in every Year, by equal Portions; the first Payment thereof

to begin and be made on the 25th Day of *March* next ensuing ; And also if the said *J. D.* his Heirs, Executors, Administrators or Assigns, do and shall well and truly pay, or cause to be paid unto the said *W. T.* his Executors, Administrators or Assigns, at the Place of Payment aforesaid, the Sum of 300 *l.* of like, good and lawful Money, &c. on the 29th Day of *September* which shall be in the Year of our Lord, &c. And in Case the said *J. D.* shall be minded to repay the said 300 *l.* before the End of the said six Years, and do and shall give or leave Notice or Warning thereof in Writing, at the now Dwelling House of, &c. in, &c. on any 25th Day of *March* or 29th Day of *September*, within two Years of the six Years aforesaid, and do and shall truly pay to the said *W. T.* his Executors or Assigns, at the Place of Payment aforesaid, the full Sum of 300 *l.* of, &c. at the next Half Year's Day of Payment then ensuing, together with all such Part, and so much of the said yearly Sum of 18 *l.* as shall be then due and payable ; And do make no Default of Payment of or in any one Payment of the Sums of Money aforesaid ; That then and from thenceforth this present Demise, Grant, Bargain and Sale of all and singular the Premises above mentioned, shall cease, determine and be utterly void and of none Effect, to all Intents and Purposes, as if the same had never been made ; this Indenture or any Thing herein contained to the contrary thereof in any wise notwithstanding. And the said *J. D.* for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant, promise, grant and agree to and with the said *W. T.* his Executors,

cutors, Administrators and Assigns, and to and with every of them by these Presents, in Manner and Form following, that is to say, That he the said *J. D.* at the Enfealing and Delivery of these Presents, is the true, lawful and rightful Owner of the said Manor, Messuage or Tenement, Lands and other the Premises above, herein and hereby demised, granted, bargained and sold, or meant, mentioned or intended to be hereby demised, granted, &c. with their Appurtenances, and of every Part and Parcel thereof; And now is and standeth lawfully seised in his Demesne as of Fee, of and in all and singular the said Manor, Messuage and Premises, with their Appurtenances, and every Part thereof, of a good, sure, lawful, perfect, absolute and indefeasible Estate of Inheritance in Fee-Simple, without any Reversion, Remainder, Limitation of Use or Uses, Power of Revocation, or other Matter or Thing whatsoever, of or in any Person or Persons, to alter, change or determine the same; **And** that he the said *J. D.* now hath in himself good Right, full Power, and lawful Authority to demise, grant, bargain and sell all and singular the said Manor, Messuage or Tenement, Lands and Premises above mentioned with their Appurtenances, and every Part thereof, unto the said *W. T.* his Executors, Administrators and Assigns, for and during the said Term of 500 Years, in Manner aforesaid, according to the true Intent and Meaning of these Presents; **And also** that the said *W. T.* his Executors, Administrators and Assigns, shall and may from Time to Time, and at all Times, from and after Default of Payment made of the several

Sums of Money aforesaid, or of any of them, or any Part thereof, peaceably and quietly enter into, have, hold, occupy, possess and enjoy the said Manor, Messuage or Tenement, Lands, Hereditaments and Premises, above, in and by these Presents demised, granted, bargained and sold, with their and every of their Appurtenances, and every Part and Parcel thereof, for and during the said Term of 500 Years, without any Let, Trouble, Interruption or Disturbance of or by the said *J. D.* his Heirs, Executors, Administrators or Assigns, or of or by any other Person or Persons whatsoever. **And further**, that the said Manor, Messuage or Tenement, Lands and all other the Premises above mentioned, or intended to be herein and hereby demised, &c. with their and every of their Appurtenances, now are and be, and so from Time to Time, and at all Times hereafter, for and during the said Term of 500 Years, shall be, remain and continue, and be had, holden and enjoyed unto and by the said *W. T.* his Executors, Administrators and Assigns, (Subject to the Proviso or Condition above mentioned) free and clear, and freely and clearly acquitted, exonerated and discharged of and from all and all manner of former and other Gifts, Grants, Bargains, Sales, Leases, Jointures, Dowers, Uses, Intails, Statutes Merchant and of the Staple, Recognizances, Judgments, Extents, Executions, Rents, Rent-Charges, Rents-Seck, Annuities, yearly Payments, Fines, Issues, Amerciaments, Seisures, Sequestrations, and Causes of Sequestration, and of and from all other Estates, Titles, Troubles, Charges and Incumbrances whatsoever, had, made, com-

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mitted and suffered by the said *J. D.* or by any other Person or Persons whatsoever; (the Rents and Services from henceforth to grow due and payable to the chief Lord and Lords of the Fee or Fees of the Premisses, in Respect of his and their Seignior and Seigniories, excepted and foreprized; and except one Annuity or yearly Rent-Charge of, *£c. per Annum*, issuing and payable out of the Premisses unto, *£c.* for and during the Term of his natural Life; and also except one Lease or Grant made of Parcel of the Premisses by the said *J. D.* to, *£c.* for the Term of, *£c.* at and under the yearly Rent of, *£c.*) **And further also** that the said *J. D.* and his Heirs, and all and every other Person and Persons and their Heirs, having or claiming, or which can or may hereafter have or claim, any Estate, Right, Title or Interest of, in, to, or out of the said Manor, Lands, Tenements, Hereditaments and Premisses above mentioned to be herein and hereby demised, granted, bargained and sold, with their Appurtenances, or any Part or Parcel thereof, (except as aforesaid) shall and will from Time to Time and at all Times from and after Default of Payment made of the said Sums of Money in the Proviso and Condition aforesaid expressed, or any of them, upon the reasonable Request, and at the Costs and Charges in the Law of the said *W. T.* his Executors, Administrators and Assigns, make, do, acknowledge, levy, suffer and execute, or cause and procure to be made, done, *£c.* unto the said *W. T.* his Executors, Administrators and Assigns, all and every such further, lawful and reasonable Act and Acts, Thing and Things, Device and Devices. Grants, Releases,

Releases, Conveyances and Assurances in the Law whatsoever, for the further, better, more perfect and absolute granting, conveying and assuring of the said Manor, Messuage or Tenement, Lands and Premises above herein and hereby demised, granted, bargained and sold, with their Appurtenances, and every Part and Parcel thereof, unto the said *W. T.* his Executors, Administrators and Assigns, for and during the said Term of 500 Years, discharged of the Proviso or Condition aforesaid, and of all Power and Benefit of Redemption, as by the said *W. T.* his Executors, Administrators or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, or advised and required. **And** it is lastly agreed by and between the said Parties to these Presents, for them, their Heirs, Executors, Administrators and Assigns, That he the said *J. D.* his Heirs, Executors, Administrators and Assigns shall and may have, hold and enjoy all and singular the Premises, and receive and take the Rents and Profits thereof, to his and their own proper Uses, until the first Default of Payment shall be made of the Sums of Money in the Proviso or Condition aforesaid expressed, without any Let, Hindrance or Denial of or by the said *W. T.* his Executors, Administrators or Assigns; any Thing herein contained to the contrary notwithstanding. **In Witness, &c.**

A Special Mortgage or Grant of Lands, &c. with Condition to pay the Mortgagee or Grantee a certain yearly Rent during his Life, or such an entire Sum, on which the Grant to be void, and the Mortgagee to deliver up all Writings as he received.

THIS Indenture made, &c. Between *B. A.* of, &c. of the one Part, and *T. E.* of, &c. of the other Part, **Witnesseth**, that the said *B. A.* for and in Consideration of the Sum of one Hundred Pounds of lawful Money of *Great Britain* to him in Hand paid by the said *T. E.* before the Sealing and Delivery of these Presents, the Receipt whereof he doth hereby acknowledge, and thereof doth acquit and discharge the said *T. E.* his Executors and Administrators by these Presents, and for other good Causes and Considerations him thereunto moving, He the said *B. A.* hath demised, granted, bargained, sold, and to Farm letten, and by these Presents doth demise, grant, &c. unto the said *T. E.* his Executors and Administrators, **All** that Piece or Parcel of Arable Land, commonly called or known by the Name of, &c. and all that Piece of Meadow, &c. and the Pasture Ground called, &c. situate, lying and being in, &c. now in the Tenure or Occupation of, &c. his Assigns or Under-Tenants, together with all Hedges, Hedge-Rows, Fences, Ditches, Mounds, Paths, Passages, Easements, Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever, to the said several
 Parcels

Parcels of Land belonging or in any wise appertaining, or reputed or taken as Part or Parcel thereof; And the Reversion and Reversions, Remainder and Remainders of the said Premises, and all yearly and other Rents and Profits whatsoever, reserved upon any Devise made of the same, or of any Part thereof; **To have and to hold** the said several Parcels of Arable Land, Meadow and Pasture Ground before mentioned and intended to be hereby demised, bargained and sold, with their and every of their Appurtenances, unto the said *T. E.* his Executors, Administrators and Assigns, for and during the Term of 500 Years, from henceforth next ensuing, and fully to be compleat and ended; without Impeachment of or for any manner of Waste; **Yielding** and paying therefore yearly during the said Term, the Rent of one Pepper-Corn only, on the Feast of, &c. if the same shall be lawfully demanded: **Provided** always, and upon this Condition nevertheless, that if the said *B. A.* his Heirs or Assigns, do and shall well and truly pay or cause to be paid unto the said *T. E.* or his Assigns, the yearly Rent or Sum of Ten Pounds of lawful Money, &c. for and during so many Years of the said Term, as the said *T. E.* shall happen to live, at two Feasts or Days of Payment in the Year, that is to say, the Feast of the Annunciation of the Blessed Virgin *Mary*, and St. *Michael* the Archangel, by equal Portions; the first Payment thereof to begin on the Feast of the Annunciation of the Blessed Virgin *Mary*, next ensuing the Date of these Presents; that then this present Indenture, and every Thing herein contained, shall cease, determine and

be void ; any Thing herein contained to the contrary notwithstanding. **Provided** also, and upon Condition, that if the said *B. A.* his Heirs, Executors or Administrators, or any of them, shall well and truly pay or cause to be paid unto the said *T. E.* or his Assigns the full and just Sum of, &c. of lawful Money, &c. at one entire Payment, on the Day and in the Year, &c. or, at any Time during the natural Life of the said *T. E.* that then also this present Indenture, and the Estate hereby granted, shall cease, determine and be utterly void to all Intents and Purposes ; any Thing herein contained to the contrary in any wise notwithstanding : And that then also after such Payments so made as aforesaid, he the said *T. E.* his Executors and Assigns, shall deliver or cause to be delivered unto the said *B. A.* his Heirs, Executors or Administrators, or some or one of them, all such Writings concerning the Premises as the said *T. E.* hath now received, &c. in as good Case as they now are, Casualties of Fire and other inevitable Accidents excepted. **And** the said *B. A.* for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant, promise and grant to and with the said *T. E.* his Executors and Administrators by these Presents, That he the said *B. A.* his Heirs, Executors or Administrators, or some of them, shall and will well and truly pay or cause to be paid unto the said *T. E.* or his Assigns the said yearly Rent or Sum of Ten Pounds of, &c. until the said full and just Sum of, &c. shall be truly paid and satisfied unto the said *T. E.* or his Assigns, by the said *B. A.* his Heirs, Executors or Administrators, at one entire Payment as aforesaid, according

according to the true Intent and Meaning of these Presents ; **And also** that he the said *B. A.* now is and standeth lawfully and rightfully seised of and in the said several Parcels of Land, Ground and Premisses before mentioned, with their Appurtenances, of a good, perfect, absolute and indefeasible Estate of Inheritance in Fee-Simple ; And that he now hath good Right, full Power and Authority to demise, grant, bargain and sell the same, and every Part thereof, unto the said *T. E.* and his Assigns, in Manner and Form aforesaid ; **And** that it shall and may be lawful to and for the said *T. E.* and his Assigns, from and after any Breach made in the Proviso before mentioned, to have, hold and enjoy the said Parcels of Land and Premisses, with their Appurtenances, during the Term hereby granted, free and clear, and freely and clearly acquitted and discharged of and from all former and other Gifts, Grants, Bargains, Sales, Leases, Mortgages, Judgments, Statutes, Extents, Executions, and all former and other Titles, Troubles, Charges and Incumbrances whatsoever, made, done or suffered by him the said *B. A.* or by any other Person or Persons lawfully claiming from, by or under him ; (Except only one Lease bearing Date, &c. made by the said, &c. unto, &c. of the Piece or Parcel of Meadow Ground above mentioned, for the Term of, &c. Years, at and under the yearly Rent, &c. which said Rent, after Breach of the Proviso aforesaid, shall be due and payable unto the said *T. E.* and his Assigns.) **And further,** that he the said *B. A.* and his Heirs, and all and every other Persons having or claiming, &c. shall and will from

Time to Time and at all Times during the Term hereby demised and granted, after the Breach of the Proviso before mentioned, make, do and execute such further and other Act and Acts, Thing or Things, Conveyance and Assurance in the Law, for the better and more perfect and absolute granting and assuring of the Lands and Premises above mentioned, and every Part thereof, with the Appurtenances unto the said *T. E.* his Executors, Administrators and Assigns, for and during the said Term of 500 Years, discharged of the Proviso or Condition before mentioned, as by the said *T. E.* his Executors or Administrators, or by his or their Counsel learned in the Law, shall be reasonably devised, advised and required. **And Lastly** it is declared, concluded and agreed by and between the said Parties to these Presents, that it shall and may be lawful to and for the said *B. A.* his Heirs, Executors, Administrators or Assigns, to hold and enjoy the said Lands and Premises, and receive and take the Rents, Issues and Profits thereof, to his and their own Use, until Breach or Default shall be made in Performance of the Proviso or Condition aforesaid, without any Let or Disturbance of the said *T. E.* his Executors, Administrators or Assigns, and without any Account to him or them to be given for the same. **In Witness, &c.**

A Mortgage of several Messuages and Lands, with two several Habendums, of one Messuage for the Term of 61 Years, if the Mortgagor lives so long, and of another Messuage and Lands for 500 Years, with proper Covenants.

THIS Indenture made, &c. Between M. R. of, &c. of the one Part, and G. S. of, &c. of the other Part, **Witnesseth**, that the said M. R. for and in Consideration of the Sum of, &c. to him in Hand paid by the said G. S. at and before the Sealing and Delivery of these Presents, the Receipt whereof he doth hereby confess and acknowledge, He the said M. R. hath demised, granted, bargained and sold, and by these Presents doth demise, &c. unto the said G. S. All that Messuage or Tenement and all those Lands, &c. situate, lying and being, &c. And also all that other Messuage or Tenement together with one Piece or Parcel of Ground, containing, &c. situate, lying and being in the Parish of, &c. And also all Ways, Waters, Water-courses, Easements, Profits, Commodities, Advantages, Hereditaments and Appurtenances whatsoever to the said Messuages or Tenements and Lands, and every or any of them belonging or appertaining, or accepted, reputed, taken or known as Part, Parcel or Member thereof, or of any Part thereof; And also the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and singular the said Premises above mentioned, and of every Part and Parcel thereof with the Appurtenances;
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To have and to hold the said Messuage or Tenement, Lands and Premisses above mentioned to be situate, lying and being in, &c. and every Part and Parcel thereof with the Appurtenances, unto the said G. S. his Executors, Administrators and Assigns, for and during the Term of 61 Years next ensuing, and fully to be compleat and ended, if he the said M. R. shall so long happen to live ; **And to have and to hold** the said Messuage or Tenement, Lands and Premisses above mentioned to be situate, lying and being in the Parish of, &c. and every Part and Parcel thereof, with the Appurtenances, unto the said G. S. his Executors, Administrators and Assigns, for and during and unto the full End and Term of 500 Years, next and immediately ensuing and following, and fully to be compleat and ended ; without Impeachment of or for any manner of Waste ; **Yielding** and paying therefore yearly during the said Term, one Pepper-Corn on the Feast, &c. **Provided** always, and upon Condition, That if the said M. R. his Heirs or Assigns, do and shall well and truly pay, or cause to be paid unto the said G. S. his Executors, Administrators or Assigns, the full Sum of, &c. in and upon the Day, &c. next ensuing the Date hereof, without any Deduction, Defalcation or Abatement for Taxes, Assessments, or any other Impositions whatsoever, either ordinary or extraordinary, that then and from thenceforth these Presents, and every Thing herein contained, shall cease, determine and be void ; any Thing herein contained to the contrary notwithstanding. **And** the said M. R. for himself, his Heirs and Assigns, doth covenant and grant to and with the
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the said G. S. his Executors, Administrators and Assigns, That he the said M. R. his Heirs or Assigns, shall and will well and truly pay or cause to be paid unto the said G. S. his Executors, Administrators or Assigns, the said full Sum of, &c. in and upon the said Day, &c. without any Deduction as aforesaid, according to the true Intent and Meaning of these Presents ; **And also** that he the said G. S. his Executors, Administrators and Assigns, shall and may at all Times after Default shall be made in Performance of the Proviso or Condition herein contained, peaceably and quietly enter into, have, hold, occupy, possess and enjoy all and singular the said two several Messuages or Tenements, Lands, Hereditaments and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, for and during the Remainder of the said several Terms of 61 Years and 500 Years hereby demised and granted, which shall be then to come and unexpired, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said M. R. his Heirs and Assigns, and of all and every other Person and Persons whatsoever. **And further** that he the said M. R. and his Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Premises above mentioned, or any Part thereof, shall and will at any Time or Times after Default shall be made in Performance of the Proviso or Condition herein contained, make, do and execute, or cause or procure to be made, done and executed all and every such further and other lawful and reasonable Grants, Acts and Assurances in the
Law

Law whatsoever, for the further, better, and more perfect granting and assuring of all and singular the said Premisses above mentioned, with the Appurtenances, unto the said G. S. **To hold** to him the said G. S. his Executors, Administrators and Assigns, for and during all the Rest and Residue of the said Terms of 61 Years and 500 Years hereby granted, which shall be then to come and unexpired, absolutely freed and discharged of and from the Proviso or Condition aforesaid, and of and from all Benefit and Equity of Redemption of the said Premisses by Virtue or Colour thereof, as by the said G. S. his Executors, Administrators or Assigns, or his or their Counsel learned in the Law shall be reasonably devised, or advised and required. **And Lastly** it is covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared, That until Default shall be made in Performance of the Proviso or Condition herein contained, he the said M. R. his Heirs and Assigns, shall and may hold and enjoy all and singular the said Premisses above mentioned, and receive and take the Rents, Issues and Profits thereof to his and their own proper Use and Benefit; any Thing herein contained to the contrary thereof in any wise notwithstanding. **In Witness,**
&c.

A Special Deed of Mortgage by Assignment of a long Term of Years, made to two Mortgagees, but one of them in Trust for another Person, with Proviso to pay so much to him in Trust, &c. and so much to the other for his own proper Use ; with several Covenants for paying the same, and for discharging Debts, &c.

THIS Indenture Quadripartite, made, &c. Between *W. F.* of, &c. Cousin and Heir of *M. F.* late of, &c. deceased, of the first Part, *B. T.* of, &c. the sole acting Executor of the Last Will and Testament of the said *M. F.* of the second Part, *J. D.* and *S.* his Wife of the third Part, and *H. J.* of, &c. and *T. J.* of, &c. of the fourth Part. **Whereas** the said *M. F.* being seised in Fee-Simple of the Messuages, Lands, Tenements and Hereditaments herein after mentioned to be granted, **Did** make and publish her Last Will and Testament in Writing, bearing Date, &c. and therein and thereby ordered, That all her Debts and Legacies should as soon as might conveniently be paid, and that her real Estate should be charged therewith, and liable thereto, and for that End devised to the said *B. T.* and to one *R. G.* whom she named her Trustees and Executors, **All** her Lands, Tenements and Hereditaments whatsoever, **To hold** to them their Executors, Administrators and Assigns, for the Term of 500 Years next after the Day of her Death, upon Trust that they

they might and should by Mortgage or Mortgages of the same, or any Part thereof, from Time to Time, as should be necessary, raise and pay all her said Debts and Legacies, &c. And thereby gave and bequeathed, &c. (*here reciting the whole Will*) as in and by the said Will may more fully appear. **And whereas** the said *M. F.* soon after died, and the said *R. G.* hath renounced the said Executorship and Trust, and the said *B. T.* alone proved the said Will in common Form in the Prerogative Court of *Canterbury*: **And whereas** the said *W. F.* in Order to pay off the said Debts and Legacies, hath this Day borrowed of the said *H. J.* and *T. J.* the Sum of, &c. being Part of the Monies deposited in their Hands by the said *J. D.* and *S.* his Wife, to be by them applied pursuant to certain Articles made on their Inter-Marriage; And hath also borrowed of the said *H. J.* the Sum of, &c. being his own proper Money, out of which Monies the said *H. J.* and *T. J.* with the Consent of the said *B. T.* have already paid to the several Persons in the first Schedule hereto annexed mentioned, the several Sums of Money in the said first Schedule express'd, amounting in the whole to the Sum of, &c. in Discharge of several of the said Debts and Legacies above mentioned: **Now this Indenture witnesseth**, that the said *B. T.* for and in Consideration of the Sum of, &c. to him in Hand paid by the said *H. J.* and *T. J.* by and with the Consent and Agreement of the said *W. F.* testified by his joining herein, and sealing hereof, the Receipt whereof he doth hereby acknowledge; And in Consideration also of the said Sum of, &c. whereof they
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the said *H. J.* and *T. J.* have paid as aforesaid, the Sum, *£c.* to the several Persons in the said first Schedule annexed mentioned, and the said *H. J.* hath undertaken to pay the Sum of, *£c.* being the Residue of the said, *£c.* to the several Persons in the second Schedule hereto annexed mentioned, in Discharge of the Remainder of the said several Debts and Legacies; the same being all the Debts and Legacies of the said *M. F.* remaining unpaid; And to free and discharge the said *W. F.* and *B. T.* therefrom, he the said *B. T.* at the Request, and by and with the like Consent and Agreement of the said *W. F.* hath bargained and sold, assigned and set over, and by these Presents doth bargain, *£c.* unto the said *H. J.* and *T. J.* All that Capital Messuage, with its Rights, Members and Appurtenances, called or known, *£c.* situate, lying and being, *£c.* and all that Messuage or Tenement, commonly called, *£c.* And also all those Grounds called, or known by the Names of, *£c.* and now in the Tenure of, *£c.* And also all and singular Houses, Out-houses, Edifices, Buildings, Barns, Ways, Paths, Passages, Waters, Water-courses, Lands, Meadows, Pastures, Commons, Trees, Woods and Underwoods, and the Ground and Soil of the same Trees, Woods and Underwoods, Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever to the said several Messuages or Tenements, Lands and Premises above mentioned, every or any Part or Parcel thereof belonging, or in any wise appertaining, or therewith usually demised, held, occupied or enjoyed, or accepted, reputed, taken or known, as Part, Parcel or Member of them, or any
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or either of them; And all other the Messuages, Lands, Tenements and Hereditaments whatsoever, in the County of, &c. or elsewhere, which were devised to him and the said R. G. for the said Term of 500 Years by the said Last Will and Testament of the said M. F. deceased as aforesaid; And also the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and singular the said Messuages, Lands and Premises above mentioned, and of every Part and Parcel thereof, with the Appurtenances; And also all the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatsoever of him the said B. T. of, in and to the said Messuages, Lands and Premises above mentioned, and of, in and to every Part and Parcel thereof, with the Appurtenances; **To have and to hold** all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said H. J. and T. J. their Executors, Administrators and Assigns, for and during all the Rest and Residue of the said Term of 500 Years above recited which is yet to come and unexpired. **Provided** always, and it is covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, that in case the said W. F. his Heirs or Assigns, do and shall well and truly pay or cause to be paid unto the said H. J. and T. J. their Executors or Administrators the full Sum of, &c. in and upon, &c. **To** and for the sole Use and Benefit of the said J. D. and S. his Wife, and to be applied according to the Articles made on their said Marriage; **And** also if the said

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W. F.

W. F. his Heirs or Assigns, do also well and truly pay or cause to be paid unto the said *H. J.* his Executors or Administrators the full Sum of, &c. with lawful Interest therefore, in and upon the said Day, &c. **TO** and for the sole Use and Benefit of him the said *H. J.* his Executors, Administrators and Assigns; All which said Payments are to be made without any Deduction for Taxes, Assessments, or any other Impositions whatsoever, either ordinary or extraordinary; That then and at any Time thenceafter, they the said *H. J.* and *T. J.* their Executors, Administrators and Assigns, shall and will at the Request, Cost and Charges of the said *W. F.* his Heirs or Assigns, surrender, assign, or otherwise transfer all and singular the said Premises above mentioned, with the Appurtenances, unto the said *W. F.* his Heirs and Assigns, or to whom he or they shall direct or appoint, **SO** as the Person or Persons who is or are to make such Surrender, Assignment, or other Assurance, be not compelled or compellable by Force of these Presents, to travel or go for the doing thereof, from the Place or Places of his or their respective Habitation, or Place of Abode, at the Time of such Request to be made; nor to enter into any further or more general Covenants, than against him and themselves respectively, and his and their respective Acts; any Thing herein contained to the contrary notwithstanding. **AND** the said *B. T.* for himself, his Executors and Administrators, doth covenant and grant to and with the said *H. J.* and *T. J.* their Executors and Administrators, that he the said *B. T.* hath not done or committed any Act, Matter or Thing whatsoever, whereby or

wherewith the said Premisses hereby assigned, or any Part thereof, are, is, shall or may be charged or incumbered in Title, Estate or otherwise howsoever. **And** the said *W. F.* for himself, his Heirs and Assigns doth covenant and grant to and with the said *H. J.* and *T. J.* their Executors, Administrators and Assigns, that he the said *W. F.* his Heirs or Assigns, shall and will well and truly pay or cause to be paid unto the said *H. J.* and *T. J.* their Executors, Administrators or Assigns the said full Sum of, *£c.* in and upon, *£c.* **To** and for the sole Use and Benefit of the said *J. D.* and *S.* his Wife, as aforesaid, without any Deduction as aforesaid, according to the true Intent and Meaning of these Presents. **And** the said *W. F.* for himself, his Heirs and Assigns, doth also covenant and grant to and with the said *H. J.* his Executors and Administrators, that he the said *W. F.* his Heirs or Assigns, shall and will well and truly pay, or cause to be paid, unto the said *H. J.* his Executors, Administrators or Assigns, the said full Sum of, *£c.* in and upon, *£c.* with lawful Interest therefore, **To** and for his own proper Use and Benefit, without any Deduction as aforesaid, according to the true Intent and Meaning of these Presents. **And** also that they the said *H. J.* and *T. J.* their Executors, Administrators and Assigns, shall and may from Time to Time, and at all Times, after Default shall be made in Performance of the Proviso or Condition herein contained, peaceably and quietly enter into, have, hold, occupy, possess and enjoy all and singular the said Messuages, Lands, Tenements, Hereditaments and Premisses above mentioned, and every Part and Parcel thereof, with

with the Appurtenances, for and during the Remainder of the said Term of 500 Years above recited, which shall be then to come and unexpired, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said *W. F.* his Heirs and Assigns, and of all and every other Person and Persons whatsoever. **And further** that he the said *W. F.* and his Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Premises above mentioned, or any Part thereof, shall and will at any Time or Times, after Default shall be made in Performance of the Proviso or Condition herein contained, make, do and execute, or cause or procure to be made, &c. all and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better, and more perfect granting and assuring of all and singular the said Premises above mentioned, with the Appurtenances, unto the said *H. J.* and *T. J.* **To hold** to them, their Executors, Administrators and Assigns, for and during all the Rest and Residue of the said Term of 500 Years above mentioned which shall be then to come and unexpired, as by the said *H. J.* and *T. J.* their Executors, Administrators or Assigns, or their or either of their Counsel learned in the Law shall be reasonably devised, or advised and required. **And** the said *H. J.* for himself, his Executors and Administrators doth covenant and agree with the said *B. T.* his Executors and Administrators, That he the said *H. J.* shall and will with all convenient Speed, by and with the Money now lent to the said *W. F.*

as aforesaid, pay the said Sum of, &c. in Discharge of the Remainder of the several Debts and Legacies in the said second Schedule hereto annexed mentioned, and take sufficient Discharges therefore, and deliver to the said *B. T.* his Executors and Administrators, the same Discharges or Duplicates thereof; And in the mean Time 'till such Payment and Discharge, the Term and Premises hereby assigned shall in the first Place be a Security and liable for the same, notwithstanding any Thing herein before contained. **And** it is covenanted, agreed and declared, by and between the said *W. F.* and *B. T.* and the said *W. F.* for himself, his Heirs, Executors and Administrators doth covenant with the said *B. T.* his Heirs, Executors and Administrators, That in case it shall hereafter appear that there shall be any other Debts owing by the said *M. F.* which have not been paid, or are not comprised in the Schedules hereto annexed; that then and in such Case, he the said *W. F.* his Heirs, Executors and Administrators will, upon Request to him or them made, pay the same, and indemnify the said *B. T.* his Heirs, Executors and Administrators from the same; And the said *W. F.* doth hereby consent and agree, that the said Premises hereby granted and assigned, (after Payment of the Money and Interest hereby secured) shall be chargeable with and liable and subject to the Payment of the same, and that the said Premises shall stand a Security therefore, and for indemnifying the said *B. T.* his Heirs, Executors and Administrators therefrom, and from all Actions, Suits, Costs, Charges, Damages and Expences which he or they shall at any Time hereafter sustain, or be put

put unto in Respect thereof. And Lastly it is covenanted, granted, concluded and agreed upon by and between the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared, that he the said *W. F.* his Heirs and Assigns shall and may, until Default shall be made in Performance of the Proviso or Condition herein contained, have, hold and enjoy all and singular the said Premises above mentioned, with the Appurtenances, and receive and take the Rents, Issues and Profits thereof, to his and their own proper Use and Benefit; any Thing herein contained to the contrary notwithstanding. In Witness, &c.

A Mortgage of a Manor, by Demise and Redemise, with Proviso if the Money be not paid at the Days limited, the Redemise to be void, and the Lessee to re-enter, &c. But if the Lessor pays the Money, then the Indenture of Demise and the Estate thereby granted to cease; And Covenant if the Lessee enters for Non-Payment, he shall confirm all Leases, &c. The Demise for Term of 1000 Years.

THIS Indenture made, &c. Between *N. B.* of, &c. of the one Part, and *D. C.* of, &c. of the other Part, Witnesseth, that the said *N. B.* for and in Consideration of the Sum of 2000 *l.* of lawful Money, &c. to him in Hand paid by the said *D. C.* at or before the Sealing and Delivery of these Presents,

the Receipt whereof he doth hereby acknowledge, and thereof and of every Part thereof doth acquit, &c. **hath** demised, granted, bargained and sold, and by these Presents doth demise, &c. unto the said D. C. his Executors, Administrators and Assigns, **All** that the Manor of, &c. and all Lands, Tenements and Hereditaments thereunto belonging in the County of G. with all and every the Rights, Members and Appurtenances thereof, and also all that Capital Messuage or Farm, and the Demesne Lands of, &c. aforesaid; And all Lands, Meadows, Pastures, Privileges, Advantages, Liberties, Franchises, Hereditaments and Appurtenances whatsoever to the said Manor and Premises belonging, or in any wise appertaining, or now or at any Time heretofore accepted, reputed, taken or known as Part, Parcel or Member thereof, or of any Part thereof, or which are or have been held, used, occupied or enjoyed as Part, Parcel or Member thereof, or any Part thereof; And also all the Rents, and yearly Profits, Reservations and Services, reserved, due or payable by or upon any Demise, Lease or Grant, Demises, Leases or Grants, made and granted, or mentioned to be granted of the said Premises above mentioned, or any of them, or of any Part or Parcel thereof, together also with the Counterparts of all such Demises, Leases or Grants; And the Reversion and Reversions, &c. **To have and to hold** the said Manor, Capital Messuage, Farm and Demesne Lands, and all and singular other the Hereditaments and Premises hereby demised, or mentioned to be demised, with their and every of their Appurtenances, unto the said
D. C.

D. C. his Executors, Administrators and Assigns, from the Day of the Date hereof, for and during the full Term of 1000 Years, and fully to be compleat and ended, without Impeachment of or for any Manner of Waste; **Yielding and Paying** therefore yearly during the said Term unto the said *N. B.* his Heirs and Assigns, one Pepper-Corn at the Feast of, &c. only, if the same shall be demanded. **And** the said *N. B.* for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise and grant to and with the said *D. C.* his Executors, Administrators and Assigns, and every of them, by these Presents, in Manner and Form following, that is to say, That he the said *N. B.* at and immediately before the Sealing and Delivery of these Presents, is the true and lawful Owner and Proprietor of the said Manor, Capital Messuage, Farm and Demesne Lands, Hereditaments and Premises hereby demised, or mentioned to be demised, and of every Part and Parcel thereof with the Appurtenances; And is lawfully, rightfully and absolutely seised thereof, and of every Part and Parcel thereof, of a good, pure, absolute and indefeasible Estate of Inheritance in Fee-Simple or Fee-Tail, without any Manner of Condition, Proviso, or Limitation of Use or Uses, or other Matter or Thing to alter, change, charge or determine the same; **And** that he the said *N. B.* now hath in himself good Right, full Power and lawful Authority, to demise, grant, bargain and sell all and singular the said Manor, Capital Messuage, Farm and Demesne Lands, Hereditaments and Premises hereby demised, and every Part and Parcel thereof,

with their Appurtenances, unto the said D. C. his Executors, Administrators and Assigns for and during the said Term of 1000 Years, in Manner and Form aforesaid ; **And also** that he the said D. C. his Executors, Administrators and Assigns, shall or lawfully may from Time to Time, and at all Times from henceforth, peaceably and quietly have, hold, occupy, possess and enjoy the said Manor, Capital Messuage, Farm and Demesne Lands, and all and singular the Hereditaments and Premises hereby demised, or mentioned to be demised, and every Part and Parcel thereof, with their and every of their Appurtenances, and have and take all and every the Rents, Revenues, Issues and Profits thereof, and of every Part and Parcel thereof, for and during all the said Term of 1000 Years, without any Manner of Let, Suit, Trouble, Eviction, Disturbance, Hindrance or Molestation of or by the said N. B. his Heirs or Assigns, or of or by any other Person or Persons whatsoever, (except the Persons or Lessees whose Estates and Interests are hereafter in these Presents excepted, for and in respect only of the said Estates and Interests so excepted and not otherwise); **And also** that the said Manor, Capital Messuage, Farm, Lands, Hereditaments, and all and singular other the Premises hereby demised, or mentioned to be demised as aforesaid, and every Part and Parcel thereof, with their Appurtenances, now are, and from henceforth for and during all the said Term of 1000 Years, shall remain, continue and be unto the said D. C. his Executors, Administrators and Assigns, free and clear, and freely, clearly and absolutely acquitted, exonerated and discharged

charged of and from all and all Manner of former Bargains and Sales, Gifts, Grants, Leases, Uses, Trusts, Wills, Intails, Jointures, Dowers, Right and Title of Dower, Rents and Arrearages of Rents, Debts, Duties, Judgments, Executions, Statutes Merchant and of the Staple, Extents, Liberates, Seisures, Sequestrations, Decrees, Charges, Estates, Rights, Titles, Troubles and Incumbrances whatsoever; **All** such Leases and Estates for one, two or three Lives, or for Years determinable upon one, two or three Lives, or for any Term of Years not exceeding 21 Years, from the making thereof, as have been heretofore made or granted, and are yet in Being, of such Part of the said Premises only as hath been usually letten to Tenants, and not held in Demesne, and by Virtue of which Leases all the Premises thereby demised or letten are now occupied in Possession by the respective Lessees, or their Assigns, and upon which Leases the ancient accustomed Rents or more are reserved, and shall from henceforth during the Continuance of the said Leases respectively, and of these Presents, become and continue payable to the said D. C. his Executors, Administrators and Assigns, only excepted and foreprised. **In Witness, &c.**

The Re-demise back or Mortgage of the said Manor for 999 Years.

THIS Indenture made, &c. Between D. C. of, &c. of the one Part, and N. B. of, &c. of the other Part. **Whereas** in and by

by one Indenture bearing Date the Day before the Date of these Presents, or the, &c. Day of this Instant, &c. made between the said *N. B.* of the one Part, and the said *D. C.* of the other Part, the said *N. B.* for the Consideration therein mentioned, did demise, grant, bargain and sell unto the said *D. C.* his Executors, Administrators and Assigns, **All** that the Manor of, &c. and all Lands, Tenements and Hereditaments thereunto belonging in the County of *G.* with all and every the Rights, Members and Appurtenances thereof; And also all that Capital Messuage, Farm and the Demesne Lands of, &c. and all Lands, Meadows, Pastures, &c. (as in the *Demise*) **To hold** the said Manor, Lands and Premises unto the said *D. C.* his Executors, Administrators and Assigns, for the full Term of 1000 Years, fully to be compleat and ended, without Impeachment of or for any Manner of Waste, at and under one Pepper-Corn Rent thereupon reserved; As in and by the said recited Indenture more at large appears: **Now this Indenture witnesseth** that the said *D. C.* for and in Consideration of the Covenants, Conditions, Proviso and Agreements herein after mentioned and contained, and for divers other good Causes and Considerations him thereunto moving, **hath** demised, granted and to Farm letten, and by these Presents doth demise, grant and to Farm let unto the said *N. B.* his Executors, Administrators and Assigns, **All** that the said Manor of, &c. and all that the said Capital Messuage, Farm and Demesne Lands, Lands, Tenements, Hereditaments, and all and singular other the Premises whatsoever, in and by the above recited Indenture

denture made to the said D.C. as aforesaid demised and granted for the said Term of 1000 Years, with their and every of their Appurtenances; **To have and to hold** the said Manor, Capital Messuage, Farm and Demefne Lands, and all and singular the Hereditaments and Premisses above mentioned to be hereby demised, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said N.B. his Executors, Administrators and Assigns, from the Day of the Date hereof, for and during the full Term of 999 Years, from thence next ensuing, and fully to be compleat and ended. **And** the said N.B. for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant, promise and grant to and with the said D.C. his Executors, Administrators and Assigns by these Presents, That he the said N.B. his Heirs, Executors, Administrators or Assigns, shall and will well and truly pay or cause to be paid unto the said D.C. his Executors, Administrators or Assigns, at or in the now Dwelling-House of, &c. situate in, &c. the full Sum of 2150 *l.* of lawful Money, &c. in Manner and Form following, that is to say, 50 *l.* Part thereof on the Day of, &c. next ensuing the Date of these Presents, and 50 *l.* other Part thereof on the Day of, &c. then next following, and 2050 *l.* Residue thereof on the Day of, &c. which shall happen and be in the Year of our Lord, &c. without any Abatement, Deduction or Defalcation to be made in any of the said Payments, for or in respect of any Taxes, Charges, Assessments, or other Matter or Thing whatsoever ordinary or extraordinary. **Provided** always, and these

these Presents are upon this Condition nevertheless, That if the said *N. B.* his Heirs, Executors, Administrators and Assigns, shall make any Default in Payment of the said Sum of 2150 *l.* or of any Part thereof, at the Days and Place herein before appointed for Payment thereof; That then and from thenceforth this present Indenture, and the Demise and Grant hereby made, shall cease, determine and become and be utterly void, and of none Effect; And then it shall and may be lawful to and for the said *D. C.* his Executors, Administrators and Assigns, into the said Manor, Capital Messuage, Lands, Tenements, Hereditaments and Premises, and every Part thereof, to re-enter, and the same to have again, possess and enjoy as in his former Estate; any Thing herein contained to the contrary in any wise notwithstanding. And it is hereby farther also covenanted, granted, concluded and agreed by and between the said Parties to these Presents, for themselves, their Executors, Administrators and Assigns, and the said *D. C.* for himself, his Executors, Administrators and Assigns, and for every of them, doth covenant, promise and agree to and with the said *N. B.* his Heirs and Assigns, by these Presents, that if the said *N. B.* his Heirs, Executors, Administrators or Assigns, or any of them, do and shall well and truly pay or cause to be paid unto the said *D. C.* his Executors, Administrators or Assigns the said Sum of 2150 *l.* at the respective Days and Place, and in such Sort, Manner and Form, as the same is herein before covenanted to be paid, that then and from thenceforth, and immediately after the last Payment made, the said Indenture of Demise
above

above recited, whereby the said Manor, Capital Messuage, Lands and Premises are demised unto the said *D. C.* his Executors, Administrators and Assigns, as aforesaid, and all the Estate and Term thereby granted, shall cease, determine and become void; any Thing therein contained to the contrary thereof in any wise notwithstanding; And that then also, and in such Case, upon the delivering up unto the said *D. C.* his Executors or Administrators of that Part of the said recited Indenture, and of these Presents, which is under the Hand and Seal of the said *D. C.* He the said *D. C.* his Executors, Administrators or Assigns, shall and will upon Request deliver up unto the said *N. B.* his Heirs or Assigns, that Part of the said other Indenture and of these Presents, which is under the Hand and Seal of the said *N. B.* to be cancelled and destroyed. **And further** the said *D. C.* for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said *N. B.* his Heirs and Assigns, by these Presents, That in case he the said *D. C.* his Executors, Administrators or Assigns, shall hereafter enter into the said Manor, Lands, Tenements, Hereditaments and Premises for Non-Payment of the said Money, or any Part thereof, before in these Presents covenanted to be paid, and shall quietly hold and enjoy the Possession of the said Manor and Premises; That then, and in such Case, he the said *D. C.* his Executors, Administrators and Assigns shall and will ratify, confirm and hold good all such Leases as after the Date of these Presents shall have been made by the said *N. B.* his Executors, Administrators or Assigns,
unto

unto any Person or Persons for one, two or three Life or Lives in Possession, or for any Term or Terms of Years determinable upon one, two or three Life or Lives in Possession, or for one or two Life or Lives, or any Number of Years determinable upon one or two Life or Lives in Reversion or Expectancy, after any Estate or Estates by Lease or Copy of Court-Roll for one Life, or determinable upon one Life then in Being, or for one Life, or any Number of Years determinable upon one Life in Expectancy, after any Estate or Estates by Lease or Copy of Court-Roll for two Lives, or determinable upon two Lives then in Being, of such Parts of the Premisses only as have been heretofore usually letten to Tenants, and not occupied in Demefne, upon which Leases the ancient and accustomed yearly Rents or more shall be reserved, to be paid during all the Continuance of such Leases respectively, and so as the same Rents respectively may be truly paid unto the said *D. C.* his Executors, Administrators and Assigns; the Breach of the Condition herein contained notwithstanding. **And** the said *N. B.* for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise and grant to and with the said *D. C.* his Executors, Administrators and Assigns by these Presents, That in Case Default shall be made in Payment of the said Sum of 2150 *l.* or any Part thereof, at any of the Days respectively appointed for Payment thereof, that then and from thenceforth he the said *N. B.* his Heirs and Assigns, and all and every other Person and Persons, any Estate having or lawfully claiming of, in or to the said Manor, Capital Messuage, Lands and

and Premises, or any Part thereof, (except the Persons and Lessees whose Estates and Interests are excepted in a certain Covenant touching Incumbrances, contained in the above recited Indenture of Demise, for and in respect only of the same Estates and Interests so excepted, and except such other Persons and Lessees, to whom such Leases shall be made as are herein before covenanted to be ratified and confirmed by the said *D. C.* his Executors, Administrators and Assigns, in case of Breach of the Condition herein contained as aforesaid) shall and will from Time to Time, and at all Times after such Default made in Payment as aforesaid, upon the reasonable Request and at the proper Costs and Charges in the Law of the said *D. C.* his Executors, Administrators and Assigns, make, do, levy, execute, acknowledge and suffer, or cause to be made, done, &c. all and every such further and other reasonable Act and Acts, Thing and Things, Device and Devices, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever, for the further, better and more perfect granting, conveying and assuring of the said Manor, Capital Messuage, Lands, Tenements, Hereditaments and Premises hereby demised or mentioned to be demised, and every Part and Parcel thereof, and the Reversion and Inheritance thereof and of every Part and Parcel thereof, unto the said *D. C.* his Heirs and Assigns, or to the said *D. C.* his Executors, Administrators and Assigns, or to such other Person or Persons and their Heirs, as the said *D. C.* his Executors, Administrators or Assigns shall direct and appoint, **Be** it by Fine or Fines, Feoffment or Feoffments, Deed or Deeds

Deeds indented or Poll, inrolled or not inrolled, common Recovery or Recoveries, with single, double or treble Voucher or Vouchers, Release or Confirmation, or by all or any of the said Ways and Means, or by any other Ways and Means in the Law whatsoever, as by the said D. C. his Heirs, Executors, Administrators or Assigns, or his or their Counsel learned in the Law shall be reasonably devised, advised or required. **And Lastly** the said D. C. for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise and grant to and with the said N. B. his Executors, Administrators and Assigns by these Presents, that he the said N. B. his Executors, Administrators and Assigns, truly paying and performing all the Payments, Covenants, Grants and Agreements herein contained on his Part to be paid and performed, shall quietly and peaceably hold, occupy and enjoy all and singular the said Manor, Capital Messuage, Lands, Tenements, Hereditaments and Premises with the Appurtenances, hereby demised or mentioned to be demised, without the Let, Trouble or Interruption of him the said D. C. his Executors, Administrators or Assigns, and free and clear from all Incumbrances whatsoever had, made or done by him the said D. C. **In witness, &c.**

*A Mortgage of a Messuage or Tenement,
for the Term of 1000 Years, by Assign-
ment, and as a Security for paying
Money according to a Bond.*

THIS Indenture made, &c. Between
H. S. of, &c. of the one Part, and R. T.
of, &c. of the other Part. Whereas J. M.
of, &c. by Indenture bearing Date, &c. for
the Considerations therein mentioned, did bar-
gain, sell, demise, grant and to Farm let unto
the said H. S. All that Messuage or Tenement,
with the Appurtenances, situate, lying and
being, &c. and then or late in the Tenure of,
&c. And also all Houses, Edifices, Buildings,
Barns, Stables, Gardens, Orchards, Ways,
Easements, Profits, Commodities, Lands and
Hereditaments, with their and every of their
Appurtenances to the said Messuage or Tene-
ment belonging, or therewith used, occupied
or enjoyed; **To be had and holden** unto the
said H. S. his Executors, Administrators and
Assigns, from the Day of the Date of the
said Indenture, &c. for and during the Term
of 1000 Years, from thence next ensuing, and
fully to be compleat and ended, without Im-
peachment of Waste; At and under the year-
ly Rent of 6 *d.* as in and by the said recited
Indenture may more fully appear: **Now**
this Indenture witnesseth, that the said H. S.
for and in Consideration of the Sum of, &c.
to him in Hand paid by the said R. T. the
Receipt whereof the said H. S. doth hereby
confess and acknowledge, he the said H. S.
Doth granted, bargained, sold, assigned and
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set over, and by these Presents doth grant, &c. unto the said R. T. All and singular the said Messuage, Tenement, Hereditaments and Premises above mentioned, and every Part and Parcel thereof with the Appurtenances; And also all the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatsoever, as well in Equity as in Law, of him the said H. S. of, in and to the said Premises above mentioned, and of, in and to every Part and Parcel thereof, with the Appurtenances; **To have and to hold** all and singular the said Messuage or Tenement, Hereditaments and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said R. T. his Executors, Administrators and Assigns, for and during all the Rest and Residue of the said Term of 1000 Years above recited, which is yet to come and unexpired: **Provided** always, and upon Condition, That if the said H. S. his Heirs, Executors or Administrators, do and shall well and truly pay or cause to be paid unto the said R. T. his Executors, Administrators or Assigns, the full Sum of, &c. in and upon, &c. next coming, without any Deduction or Abatement for Taxes, Assessments, or any other Impositions whatsoever, either ordinary or extraordinary, according to the Condition of one Bond or Obligation bearing equal Date herewith, wherein the said H. S. is and standeth bound to the said R. T. in the penal Sum of, &c. of like, &c. That then and from thenceforth these Presents, and every Thing herein contained, shall cease, determine and be void; any Thing herein contained to the contrary notwithstanding. **And** the said H. S. for himself,

himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said R. T. his Executors, Administrators and Assigns, that he the said H. S. his Heirs, Executors or Administrators shall and will well and truly pay or cause to be paid unto the said R. T. his Executors, Administrators or Assigns, the said full Sum of, &c. in and upon the said Day, &c. next coming, according to the true Intent and Meaning of these Presents, and the Condition of the Bond or Obligation above mentioned. **And** the said H. S. for himself, his Executors, Administrators and Assigns, doth further covenant and grant to and with the said R. T. his Executors, Administrators and Assigns, by these Presents, That the said Term of 1000 Years hereby assigned, is still in Being and subsisting, and not surrendered, discharged or otherwise avoided ; **And** that he the said H. S. at the Time of the Sealing and Delivery hereof, hath good Right, full Power and lawful Authority, to grant and assign the said Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, in Manner and Form aforesaid, according to the true Intent and Meaning of these Presents ; **And also** that he the said R. T. his Executors, Administrators and Assigns, shall and may at all Times after Default shall be made in Performance of the Proviso or Condition herein contained, peaceably and quietly enter into, have, hold, occupy, possess and enjoy all and singular the said Messuage or Tenement and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, for and during the Remainder of the said Term of 1000 Years hereby assigned, which

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shall

shall be then to come and unexpired, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said *H. S.* his Executors, Administrators and Assigns, or any other Person or Persons whatsoever. **And further** that he the said *H. S.* his Executors and Administrators, and all and every other Person and Persons, and his and their Executors and Administrators, any Thing having or claiming in the said Messuage or Tenement and Premises above mentioned to be hereby assigned, or any Part thereof, shall and will at any Time or Times, after Default shall be made in Performance of the Proviso or Condition herein contained, make, do and execute, or cause or procure to be made, done and executed, all and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better and more perfect granting and assuring of all and singular the said Premises above mentioned with the Appurtenances, unto the said *R. T.* To hold to him, his Executors, Administrators and Assigns, for and during all the Residue of the said Term of 1000 Years above recited, which shall be then to come and unexpired, absolutely freed and discharged of and from the Proviso or Condition aforesaid, and of and from all Benefit and Equity of Redemption of the said Premises by Virtue or Colour thereof, or otherwise howsoever, as by the said *R. T.* his Executors, Administrators or Assigns, or his or their Counsel learned in the Law shall be reasonably devised or advised and required. **And Lastly** it is covenanted, concluded and agreed upon, by and between the said Parties to these Presents, and the true
Meaning

Meaning hereof also is, and it is hereby so declared, That until Default shall be made in Performance of the Proviso or Condition herein contained, he the said *H. S.* his Executors, Administrators and Assigns, shall and may hold and enjoy all and singular the said Premises above mentioned, and receive and take the Rents, Issues and Profits thereof, to his and their own proper Use and Benefit ; any Thing herein contained to the contrary thereof in any wise notwithstanding. In Witness, &c.

A Special Mortgage of a Prebend or Parsonage granted to the Mortgagor for Lives, with Proviso for the Mortgagee to discharge a former Mortgage, and Covenant to add a Life in the Premises, and take a new Grant thereof, if any one dies before the Money is satisfied.

THIS Indenture made, &c. Between *A. W.* of, &c. of the one Part, and *B. J.* of, &c. of the other Part. Whereas the said *A. W.* stands seised to him and his Heirs for his own Life, and the Lives of *G. W.* his Brother and *S. W.* his Sister, of and in All that the Prebend and Parsonage of, &c. in the County of *H.* with all Houses, Edifices, Tithes, Profits, Lands, Tenements, Meadows, Pastures, Commodities, Advantages and Hereditaments; And also all Suits, Services, Fines, Heriots, Profits of Courts, with all and singular the Appurtenances thereunto belonging, or in any wise appertaining, or with the same at any

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Time

Time heretofore demised, occupied or enjoyed, &c. under the yearly Rent of, &c. as by the Lease thereof granted may appear : **Now this Indenture witnesseth**, that the said *A. W.* for and in Consideration of the Sum of 200 *l.* of lawful Money, &c. to him in Hand paid by the said *B. J.* the Receipt whereof he doth hereby acknowledge, He the said *A. W.* hath granted, bargained and sold, assigned, released and confirmed, and by these Presents doth grant, &c. unto the said *B. J.* (in his actual Possession now being, &c. by Virtue of a Bargain and Sale, &c.) and to his Heirs and Assigns, **All** and singular the said Prebend and Parsonage, Lands, Tenements and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, and the Reversions, Remainders, Rents and Services thereof ; And also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said *A. W.* of, in and to the said Prebend, Parsonage and Premises above mentioned, and of, in and to every Part and Parcel thereof, with the Appurtenances ; **To have and to hold** all and singular the said Prebend, Parsonage, Lands, Tenements, Hereditaments and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said *B. J.* his Heirs and Assigns, **To** the only proper Use and Behoof of the said *B. J.* his Heirs and Assigns, for and during the natural Lives of the said *A. W.* *G. W.* and *S. W.* and for and during the Life of the longest Liver of them : **Provided** always, and upon Condition, That if the said *A. W.* his Heirs or Assigns, do and shall well and truly pay or cause to be paid unto the
said

said *B. J.* his Executors, Administrators or Assigns, the full Sum of 5 *l.* of lawful, &c. in and upon, &c. next coming, and also the further full Sum of 205 *l.* of like, &c. in and upon, &c. which will be in the Year of our Lord, &c. without any Deduction for Taxes, Assessments, or any other Impositions whatsoever, either ordinary or extraordinary, that then and from thenceforth these Presents, and every Thing herein contained, shall cease, determine and be void; any Thing herein contained to the contrary thereof in any wise notwithstanding. **And** the said *A. W.* for himself, his Heirs and Assigns, doth covenant and grant to and with the said *B. J.* his Executors, Administrators and Assigns, that he the said *A. W.* his Heirs or Assigns, shall and will well and truly pay or cause to be paid unto the said *B. J.* his Executors, Administrators or Assigns, the said Sum of 5 *l.* in and upon the said Day, &c. next, and also the said further full Sum of 205 *l.* in and upon the said Day, &c. which will be in the Year of our Lord, &c. without any Deduction as aforesaid, according to the true Intent and Meaning of these Presents; **And also** that he the said *B. J.* his Heirs, Executors, Administrators and Assigns, shall and may from Time to Time, and at all Times, after Default shall be made in Performance of the Proviso or Condition herein contained, peaceably and quietly enter into, have, hold, occupy, possess and enjoy all and singular the said Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, for and during all the Rest and Residue of his the said *A. W.*'s. said Estate and Interest therein, which shall be then to come

and unexpired, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said *A. W.* his Heirs or Assigns, or of any other Person or Persons whatsoever, and free and clear from all Incumbrances, &c. (Except a Mortgage bearing Date, &c. made by the said *A. W.* to *N. C.* of, &c. of the said Premises above mentioned, for securing 100 *l.* and Interest.) **And further** that he the said *A. W.* and his Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Premises above mentioned, or any Part thereof, (except before excepted) shall and will at any Time or Times, after Default shall be made in Performance of the Proviso or Condition herein contained, make, do and execute, or cause or procure to be made, done and executed, all and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better and more perfect granting and assuring of all and singular the said Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said *B. J.* his Heirs and Assigns, for and during the Estate, Term and Interest therein, which shall be then to come and unexpired, discharged of and from the Proviso or Condition herein contained, and of all Benefit and Equity of Redemption of the said Premises by Virtue or Colour thereof, or otherwise howsoever, as by the said *B. J.* his Heirs and Assigns, or his or their Counsel learned in the Law shall be reasonably devised, or advised and required. **And** it is covenanted and agreed by and between the said Parties to these Presents, that until Default shall be made

made in Performance of the Proviso or Condition herein contained, he the said *A. W.* his Heirs and Assigns, shall and may have, hold and enjoy all and singular the said Premises above mentioned, with the Appurtenances, and receive and take the Rents, Issues and Profits thereof, to his and their own proper Use and Benefit; any Thing herein contained to the contrary thereof in any wise notwithstanding: **Provided**, and it is hereby further agreed and declared by and between the said Parties to these Presents, that it shall and may be lawful to and for the said *B. J.* his Executors, Administrators or Assigns, at any Time or Times hereafter, to pay off the said *N. C.* all Monies due to him upon the said Mortgage, and to take an Assignment thereof to himself, or to any other Person in Trust for him; And that after Payment thereof, the said Premises shall stand chargeable with and be liable to the Payment of not only all such Money as the said *B. J.* shall pay to the said *N. C.* but also of all Charges to be expended thereabout, with usual Interest for the same: **And further also**, that in case it shall happen that one or more of the Lives on which the Estate hereby granted is determinable, shall die before the Principal Money hereby secured, and the Interest thereof shall be fully paid and satisfied; And the said *A. W.* his Heirs or Assigns, shall neglect, or upon Request to him or them made, refuse to renew his or their Estate and Interest in the said Premises, and add one or more Life or Lives in the room of the Person or Persons so dying, and subject such new Estate to the Payment of the Money hereby secured; or shall make any Failure in Payment
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of the Principal Money hereby secured, or the Interest thereof; or shall permit the said yearly Rent of, &c. or any Part thereof, to be behind and unpaid, and thereby suffer the Lord or Lords of the Fee of the said Premises to enter thereupon, or bring or prosecute any Action or Suit for the same: That then, and in any of the said Cases, it shall and may be lawful to and for the said *B. J.* his Heirs or Assigns, to pay off and discharge all such Arrears of Rent as shall be then unpaid; And also to contract or agree with the Lord or Lords of the said Premises for the Time being, for the Renewal of such Estate and Addition of one or more Life or Lives, in the room of such Person and Persons so dying, and take a new Lease or Grant of the said Premises in the Name of him the said *B. J.* his Heirs, Executors or Administrators, and for such Life or Lives as he or they shall think fit, in the room of the Person or Persons so dying; **Which** Estate so to be renewed and taken, shall not be redeemed or redeemable by the said *A W.* his Heirs or Assigns, until he or they shall have fully paid and satisfied to the said *B. J.* his Executors, Administrators or Assigns, as well the Money by him paid for Arrears of Rent, and for such Renewal, with the Interest thereof, and Charges thereabout, as also the said Sum of 200 *l.* now lent, &c. with all Interest due or to grow due therefore. In Witness, &c.

A Mortgage of an Advowson, where the Money is lent and advanced by the Direction of the Mortgagor to others, who grant the Advowson, &c.

THIS Indenture Tripartite made, &c. Between H. B. of, &c. and G. J. of, &c. of the first Part, M. L. of, &c. of the second Part, and E. D. of, &c. Clerk of the third Part, **Witnesseth**, that the said H. B. and G. J. for and in Consideration of the Sum of 500 l. of lawful Money, &c. to them or one of them in Hand paid by the said M. L. by the Direction and Appointment of the said E. D. testified by his being a Party to and signing and sealing thereof, at and before the Sealing and Delivery of these Presents, the Receipt whereof they the said H. B. and G. J. do hereby respectively acknowledge, **Have** granted, bargained and sold, and by these Presents **Do** grant, bargain and sell unto the said M. L. his Heirs and Assigns, **All** that the Advowson, Donation, Presentation, Patronage, and Right of Patronage, and free Disposition of the Parish-Church of, &c. in the said County, &c. with all Profits and Appurtenances whatsoever to the same in any Manner belonging or appertaining; **To have and to hold** the said Advowson, Donation, Presentation, Patronage, Right of Patronage, and free Disposition of the said Church, and all and singular the Premises hereby granted, or mentioned to be granted, with their and every of their Appurtenances, unto the said M. L. his Heirs and Assigns, to the only Use
and

and Behoof of the said *M. L.* his Heirs and Assigns for ever ; **And** the said *G. J.* doth for himself, his Heirs, Executors and Administrators covenant, promise and grant to and with the said *M. L.* his Heirs and Assigns by these Presents, that they the said *G. J.* and *H. B.* now have, or one of them hath, good Right, full Power, lawful and absolute Authority to grant, bargain and sell the said Advowson and Premisses herein and hereby granted, or mentioned to be granted as aforesaid, with the Appurtenances, unto the said *M. L.* his Heirs and Assigns, in Manner and Form aforesaid ; **And** that he the said *M. L.* his Heirs and Assigns, shall and may at all Times hereafter freely, quietly and peaceably, have, hold and enjoy the said Advowson and Premisses hereby granted, or mentioned to be granted, with their and every of their Appurtenances, without any Manner of Let, Suit, Trouble, Hindrance, Molestation or Interruption whatsoever of the said *G. J.* and *H. B.* or either of them, or any other Person or Persons whatsoever, lawfully claiming or to claim by, from or under them, or either of them ; And freely and clearly acquitted, exonerated and discharged of and from all Titles, Troubles, Charges and Incumbrances whatsoever had, made, committed, done or suffered by the said *G. J.* and *H. B.* or either of them, or any Person or Persons claiming or to claim by, from or under them, or either of them. **And** the said *G. J.* and his Heirs shall and will for ever warrant and defend the said Advowson and Premisses herein before mentioned to be granted, bargained and sold, with their and every of their Appurtenances, unto the said
M. L.

M. L. his Heirs and Assigns, against the said *G. 7.* and his Heirs, and all Persons claiming or to claim by, from or under him: **Provided** always, and the said *M. L.* for himself, his Heirs and Assigns doth hereby covenant, grant, declare and agree, to and with the said *E. D.* his Heirs and Assigns, that if the said *E. D.* his Heirs and Assigns, shall and do well and truly pay or cause to be paid unto the said *M. L.* his Heirs, Executors, Administrators or Assigns the full Sum of 525 *l.* of lawful Money of *Great Britain*, without any manner of Deduction, Defalcation or Abatement, for or in respect of any Taxes, Charges, Assessments, or Payments, ordinary or extraordinary, or otherwise howsoever, in Manner and Form following, *viz.* the Sum of 12 *l.* 10 *s.* Part thereof, upon the Day, &c. next ensuing the Date of these Presents, and the Sum of 512 *l.* 10 *s.* Residue thereof, on the Day of, &c. which shall be in the Year of our Lord, &c. (the first Payment of half the Interest in six Months, and the second Payment of the Remainder of the Money in a Year, from the Day of the Date); That then the said *M. L.* his Heirs and Assigns shall and will grant and convey unto the said *E. D.* his Heirs and Assigns, **All** that the said Advowson, Donation, Presentation, Patronage and Right of Patronage, and free Disposition of the Parish-Church of, &c. in the County, &c. aforesaid, with all Profits and Appurtenances to the same in any Manner belonging or appertaining before mentioned. **In Witness, &c.**

A Mortgage in Fee of Lands made to two Persons, in Trust for one of them, and afterwards assign'd, transferred to the Person for whom the same was in Trust, on borrowing a further Sum of Money.

THIS Indenture made, &c. Between J. T. of, &c. of the one Part, and S. P. of, &c. of the other Part. **Whereas** in and by certain Indentures of Lease and Release, bearing Date, &c. made between the said J. T. of the one Part, and the said S. P. and A. P. of, &c. of the other Part, the said J. T. for and in Consideration of the Sum of, &c. to him in Hand paid by the said S. P. and of 5 s. to him likewise paid by the said A. P. did grant, bargain and sell unto the said S. P. and A. P. and to their Heirs and Assigns for ever, **All** that Messuage or Tenement situate, lying and being, &c. and all those Lands, &c. then in the Tenure or Occupation of, &c. and also all Houses, &c. **To hold** unto the said S. P. and A. P. their Heirs and Assigns, **To** the only proper Use of the said S. P. and A. P. their Heirs and Assigns for ever; **In Trust** nevertheless for the said S. P. his Heirs, Executors and Administrators: Which said recited Indenture was by a Proviso or Condition therein contained, made defeasible on Payment to the said S. P. of the Sum of, &c. in and upon, &c. next coming. **And whereas** in and by one other Indenture, bearing Date, &c. and made between the said J. T. of the one Part, and the said S. P. and A. P. of the
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other Part, reciting therein in Effect, as is herein before recited; And reciting also, that all the Interest of the said, *£c.* had been duly paid, until the Day of the Date thereof, but the said whole principal Sum of, *£c.* remained then unpaid and unsatisfied; the said *J. T.* for and in Consideration of the further Sum of, *£c.* to him in Hand paid by the said *S. P.* He the said *J. T.* did remise and release unto the said *S. P.* and *A. P.* their Heirs and Assigns, the Proviso or Condition in the said first recited Indenture contained, and all Benefit and Equity of Redemption of the said Premises by Virtue or Colour thereof; And also all Covenants, Clauses and Agreements, in the said Indenture contained, which by and on the Part and Behalf of the said *S. P.* and *A. P.* their Executors, Administrators or Assigns, were or ought to be observed: And the said *J. T.* for the Consideration aforesaid, and of *5 s.* to him in Hand paid by the said *A. P.* and for the better securing the Re-payment, as well of the said, *£c.* so due and owing upon the said first recited Mortgage, as of the said, *£c.* by him the said *J. T.* then received, together with Interest for both the said Sums; He the said *J. T.* did in and by the same Indenture release, ratify and confirm the said Messuages, Lands, Tenements, Hereditaments and Premises above mentioned, and therein particularly expressed, unto the said *S. P.* and *A. P.* **To hold** to them, their Heirs and Assigns, **To** the only proper Use and Behoof of the said *S. P.* and *A. P.* their Heirs and Assigns for ever; **In Trust** nevertheless for the said *S. P.* his Executors, Administrators and Assigns: But the said last recited Indenture was by

by a Proviso therein contained, made defeasible on Payment by the said *J. T.* his Heirs or Assigns, unto the said *S. P.* his Executors, Administrators or Assigns, of the full Sum of, *£c.* and Interest, at a certain Day therein mentioned, then to come and now past, as in and by the said last recited Indenture may more fully and at large appear. **And whereas** Failure hath been made in Payment, as well of the said principal Sum of, *£c.* as of the Interest thereof; **And whereas** upon an Account made up between the said *J. T.* and *S. P.* there remains due and owing from the said *J. T.* to the said *S. P.* for principal Money and Interest the full Sum of, *£c.* **Now this Indenture witnesseth**, that the said *J. T.* for divers good Causes and Considerations him thereunto moving, **Hath** remised and released, and by these Presents doth remise, *£c.* unto the said *S. P.* his Heirs and Assigns, the Proviso or Condition in the said last recited Indenture contained, and all Benefit and Equity of Redemption of the said Premises, by Virtue or Colour thereof; And also all Covenants, Clauses and Agreements in the same Indenture contained, which on the Part and Behalf of the said *S. P.* his Heirs, Executors, Administrators and Assigns were to be observed and performed. **And this Indenture further witnesseth** that the said *J. T.* for the better securing the Repayment of the said Sum of, *£c.* with Interest, and in Consideration also of the further Sum of, *£c.* now in Hand paid to the said *J. T.* by the said *S. P.* the Receipt whereof the said *J. T.* doth hereby confess and acknowledge; He the said *J. T.* **Hath** granted, bargained and sold, released, ratified and confirmed, and
by

by these Presents doth grant, &c. unto the said S. P. his Heirs and Assigns, All and singular the said Messuages, Lands, Tenements, Hereditaments and Premises above mentioned to be granted in and by the said first recited Indenture, and every Part and Parcel thereof, with the Appurtenances; And also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said J. T. of, in and to all and singular the said Premises above mentioned, and of, in and to every Part and Parcel thereof, with the Appurtenances; **To have and to hold** all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises above recited, and every Part and Parcel thereof, with the Appurtenances, unto the said S. P. his Heirs and Assigns, **To** the only proper Use and Behoof of the said S. P. his Heirs and Assigns for ever; And that freed and discharged of and from all Benefit and Equity of Redemption whatsoever: **Provided** always, and it is agreed by and between the said Parties to these Presents, that if the said J. T. his Heirs or Assigns, do and shall well and truly pay, or cause to be paid unto the said S. P. his Executors, Administrators or Assigns the full Sum of, &c. upon the Day of, &c. next coming, and also the further full Sum, &c. on the Day, &c. which will be in the Year of our Lord, &c. without any Deduction for Taxes, Assessments, or any other Impositions whatsoever, either ordinary or extraordinary; That then and at any Time thence after, he the said S. P. his Heirs, Executors and Administrators, shall and will at the Request, Costs and Charges of the said J. T. his Heirs or Assigns, re-convey or otherwise

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transfer

transfer all and singular the Premises above mentioned with the Appurtenances, unto the said *J. T.* his Heirs and Assigns, or to whom he or they shall appoint; **So** as the Person or Persons who is, or are to make such Re-conveyance or other Assurance, by Force of these Presents, be not compelled or compellable for the doing thereof, to travel or go from the Place or Places of his or their respective Habitations or Abode, at the Time of such Request to be made, nor to enter into any further or more general Covenants, than against him and themselves respectively, and his and their respective Acts; any Thing herein contained to the contrary notwithstanding; **And** the said *J. T.* for himself, his Heirs and Assigns, doth covenant and grant to and with the said *S. P.* his Executors, Administrators and Assigns, That he the said *J. T.* his Heirs or Assigns, shall and will well and truly pay, or cause to be paid unto the said *S. P.* his Executors, Administrators or Assigns, the said full Sum of, *£c.* upon the Day of, *£c.* next coming, and also the said further full Sum of, *£c.* on the said Day, *£c.* which will be in the said Year of our Lord, *£c.* without any Deduction as aforesaid, according to the true Intent and Meaning of these Presents; **And** also, that he the said *S. P.* his Heirs and Assigns, shall and may from Time to Time, and at all Times, after Default shall be made in Performance of the Proviso or Condition herein contained, peaceably and quietly enter into, have, hold, occupy, possess and enjoy all and singular the said Premises above mentioned, with the Appurtenances, without the Let, Suit, Trouble, Hindrance,

drance, Molestation, Interruption or Denial of him the said *J. T.* his Heirs and Assigns, and of all and every other Person and Persons whatsoever. **And further**, that he the said *J. T.* and his Heirs, and all and every other Person or Persons, and his and their Heirs, any Thing having or claiming in the said Premises above mentioned, or any Part thereof, shall and will at any Time or Times after Default shall be made in Performance of the Proviso or Condition herein contained, make, do and execute, or cause or procure to be made, done and executed, **All** and every such further, and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better, and more perfect granting and assuring of all and singular the said Premises above mentioned, and of every Part and Parcel thereof with the Appurtenances, unto the said *S. P.* his Heirs and Assigns, **To** the only proper Use and Behoof of the said *S. P.* his Heirs and Assigns for ever; absolutely freed and discharged of and from the Proviso or Condition herein contained, and of and from all Equity of Redemption, by Virtue or Colour thereof, according to the true Intent and Meaning of these Presents, as by the said *S. P.* his Heirs or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, or advised and required. **And Lastly** it is covenanted and agreed by and between the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared, that the said *J. T.* his Heirs and Assigns shall and may at all Times until Default shall be made in Performance of

the Proviso or Condition herein contained, peaceably and quietly have, hold, and enjoy, &c. In Witness, &c.

An Additional Mortgage, or Collateral Security, where there was an Assignment of a Term, and another Mortgage of the Lands before, and the Mortgagor and Mortgagee join'd in a Sale of Part of the Premises, to pay Part of the Mortgage-Money; and then the Mortgagor releases his Equity of Redemption in the Rest thereof, and makes a fresh Grant of other Lands.

THIS Indenture made, &c. Between T. M. of, &c. of the one Part, and A. R. of, &c. of the other Part. Whereas by Indenture bearing Date, &c. made or mentioned to be made between the said T. M. of the one Part, and the said A. R. of the other Part, the said T. M. after a Recital in the said Indenture contained, for the Consideration of the Sum of, &c. to him in Hand paid by the said A. R. did bargain, sell, assign and set over unto the said A. R. All that his Capital Messuage, with the Appurtenances, situate, lying and being, &c. and all Houses, Out-houses, Edifices, Buildings, Yards, Gardens, Orchards and Appurtenances thereunto belonging, or therewith used, occupied or enjoyed as Part, Parcel or Member thereof; And all his Right, Title, Interest, Term of Years to come, and unexpired therein: **To hold** the said Capital Messuage and all and singular the

the Premisses, with the Appurtenances, unto the said *A. R.* his Executors, Administrators and Assigns, from the Day of the Date of the said Indenture for and during the Remainder of a certain Term of 1000 Years, formerly assigned unto the said *T. M.* by, &c. his Father deceased, as by the said recited Indenture, Relation being thereunto had, may more fully appear. **And whereas** by Indentures of Lease and Release bearing Date, &c. made or mentioned to be made between the said *T. M.* and *H.* his Wife of the one Part, and the said *A. R.* of the other Part, and by Fine thereupon levied, they the said *T. M.* and *H.* his Wife, for and in Consideration of the Sum of, &c. to them in Hand paid by the said *A. R.* did grant, remise, release and confirm unto the said *A. R.* **All** that the Manor, or reputed Manor of, &c. in the County, &c. and also all other the Freehold Messuages, Closes, Meadows, Pastures, Lands, Tenements and Hereditaments of them the said *T. M.* and *H.* his Wife in the Parishes of, &c. or either or any of them, named, abutted and described in a Terrier or Schedule to the said Indenture of Release annexed, and also **All, &c. To hold** the said Manor, Messuages, Lands, Tenements, Hereditaments and Premisses aforesaid, thereby granted and released, or mentioned to be granted and released, with their Appurtenances, unto the said *A. R.* his Heirs, &c. to and for the several Uses, Intents and Purposes therein and herein after mentioned, (that is to say) **To** and for the proper Use and Behoof of the said *A. R.* his Executors, Administrators and Assigns for and during the Term of 1000 Years, from thence next ensu-

ing and fully to be compleat and ended ; And from and after the End or Determination of the said Term, then to several other Uses therein particularly limited, expressed and declared, as by the said recited Indenture of Release, Relation being thereunto had, may more fully and at large appear. **And whereas** by Indentures of Defeasance, bearing even Date with the said recited Indentures of Assignment and Release, reciting therein the said several above recited Indentures, it is thereby covenanted and agreed, that if they the said *T. M.* and *H.* his Wife, or either of them, their or either of their Heirs, Executors, Administrators or Assigns, should well and truly pay, or cause to be paid unto the said *A. R.* his Executors, Administrators or Assigns, the full Sum of, &c. on the several Days and Times, and in such Manner as therein is particularly expressed, and appointed for Payment thereof ; That then the above mentioned Term and Estate for 1000 Years limited to the said *A. R.* his Executors, Administrators and Assigns as aforesaid, should cease and be void ; And that he the said *A. R.* and his Heirs, &c. should stand seised of the Premises, by the said recited Indentures of Lease and Release to him granted, to and for such other Uses, Intents and Purposes as are therein mentioned ; And further, that upon Payment of the said Sum of, &c. the said above recited Indenture of Assignment should be void, as in and by the said recited Indenture of Defeasance, Relation being thereunto had, may more fully appear. **And whereas** by Indentures of Lease and Release bearing Date respectively the, &c. the Day before, and the Day of the Date
hereof,

hereof, made or mentioned to be made between the said *A. R.* of the first Part, *W. E.* of, &c. of the second Part, and the said *T. M.* of the third Part, the said *A. R.* for the Consideration of, &c. to him in Hand paid by the said *W. E.* (by the Direction of the said *T. M.*) and in Discharge of so much of the said principal Sum of, &c. so lent and advanced by the said *A. R.* upon the Securities above recited, did by the like Direction of the said *T. M.* grant and convey unto the said *W. E.* All that Messuage, &c. (which said Messuage and Premises last mentioned, are Part of the Manor, Lands, Tenements and Hereditaments so conveyed and assigned to the said *A. R.* by the above recited Indentures) And the Reversion and Reversions, Remainder and Remainders thereof; **To hold** the said Messuage and Premises last mentioned, unto the said *W. E.* his Heirs and Assigns for ever. **And whereas** there remains now justly due unto the said *A. R.* upon the several Securities above recited, the Sum of 1200 *l.* and no more: **Now this Indenture witnesseth**, that for and in Consideration of the said Sum of 1200 *l.* due to the said *A. R.* as aforesaid, and in Consideration of the Sum of 5 *s.* by the said *A. R.* to the said *T. M.* in Hand paid at and before the Sealing and Delivery of these Presents, the Receipt whereof he doth hereby acknowledge, He the said *T. M.* hath released and confirmed, and by these Presents doth release and confirm unto the said *A. R.* All and singular the Manor, Messuages, Lands, Tenements, Hereditaments and Premises, with their and every of their Appurtenances, in and by the said several above recited Indentures conveyed

and assigned to the said *A. R.* (except the said Messuage and Premises as he the said *T. M.* hath conveyed to the said *W. E.*) and all Power, Benefit and Equity of Redemption whatsoever of him the said *T. M.* of, in or to the same, or any Part of them; **To have and to hold** the said Manor, Messuages, Lands, Tenements and Hereditaments so conveyed and assigned as aforesaid and hereby released and confirmed, with their and every of their Appurtenances, unto the said *A. R.* his Executors, Administrators and Assigns, for and during the respective Terms of 1000 Years above mentioned yet to come and unexpired. **And this Indenture further witnesseth**, that for the Consideration aforesaid, and for the better securing and more sure Payment of the said Sum of 1200 *l.* so remaining due to the said *A. R.* with Interest for the same, from henceforth, He the said *T. M.* hath demised, granted and to Farm let, and by these Presents doth demise, grant and to Farm let unto the said *A. R.* All that Messuage or Tenement, &c. and also all that, &c. **To have and to hold** the said Messuage, Lands, Tenements, Hereditaments and Premises hereby demised, or mentioned to be demised, with their and every of their Appurtenances, unto the said *A. R.* his Executors, Administrators and Assigns, from the Day next before the Day of the Date of these Presents, for and during and unto the full End and Term of 500 Years, from thenceforth next ensuing, and fully to be compleat and ended: **Provided always**, that if the said *T. M.* his Heirs, Executors or Administrators do and shall well and truly pay or cause to be paid unto the said *A. R.*

A. R. his Executors, Administrators or Assigns the Sum of 1200 *l.* of lawful Money, *£c.* with Interest for the same after the Rate of, *£c.* *per Centum per Annum*, upon the Day, *£c.* next ensuing the Date of these Presents, without any Deduction, Defalcation or Abatement whatsoever out of the same, or any Part thereof, for or by Reason of any Taxes, Charges or Impositions, ordinary or extraordinary whatsoever; That then and from thenceforth he the said *A. R.* his Executors, Administrators and Assigns, shall and will at the Costs and Charges of the said *T. M.* his Heirs or Assigns re-convey the respective Premises by the several recited Indentures assigned and conveyed as aforesaid, and also the Premises in and by these Presents granted, for and during all the then Rest and Residue of the several and respective Terms of 1000 Years and 500 Years, unto the said *T. M.* his Heirs and Assigns, or otherwise as he or they shall direct or appoint, free and discharged of and from all Incumbrances whatsoever done, committed or suffered by the said *A. R.* his Executors, Administrators or Assigns, or any of them. And the said *T. M.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant to and with the said *A. R.* his Executors, Administrators and Assigns, that he the said *T. M.* his Heirs, Executors or Administrators, shall and will well and truly pay, or cause to be paid unto the said *A. R.* his Executors or Administrators the said Sum of 1200 *l.* of, *£c.* with Interest for the same after the Rate, *£c.* upon the said Day, *£c.* next ensuing the Date hereof, without any Deduction or Abatement as aforesaid, according

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ing to the Proviso above written, and the true Intent and Meaning of these Presents. **And** also that he the said *T. M.* at the Time of the Sealing and Delivery of these Presents, is and standeth lawfully and rightfully seised of and in the said Messuage or Tenement, Lands and Premisses hereby demised, or mentioned to be demised, and every Part and Parcel thereof, with the Appurtenances, of a good, sure, perfect and indefeasible Estate of Inheritance in Fee-Simple; **And** that he hath good Right, full Power and lawful Authority to demise and grant the said Premisses and every Part thereof, unto the said *A. R.* his Executors, Administrators and Assigns, in Manner and Form aforesaid. **And** the said *T. M.* for himself, his Heirs, Executors, Administrators and Assigns, doth also covenant and grant to and with the said *A. R.* his Executors, Administrators and Assigns, that if he the said *T. M.* his Heirs, Executors or Administrators, shall make any Default in Payment of the said Sum of 1200 *l.* with Interest for the same, on the said Day, &c. according to the Proviso aforesaid, then he the said *A. R.* his Executors, Administrators and Assigns, shall or lawfully may, from and after any such Default, quietly and peaceably enter into, have, hold, occupy, possess and enjoy, **All** and singular the said Manor, Messuages, Lands, Tenements and Premisses above mentioned to be hereby released and confirmed as aforesaid, and also the said Messuage, Lands and Premisses hereby demised, or mentioned to be demised, and every Part and Parcel thereof, with their and every of their Appurtenances, for and during all the Residue and Remainder of the said several and
respective

respective Terms of 1000 Years above mentioned, and the said Term of 500 Years hereby granted, which shall be then to come and unexpired, without the Let, Trouble, Interruption or Disturbance of the said *T. M.* his Heirs, Executors, Administrators or Assigns, or any other Person or Persons whatsoever: **And** that free and clear, and freely and clearly acquitted and discharged of and from all Manner of former Bargains, Sales, Gifts, Grants, Jointures, Dowers, Intails, Estates, Rights, Titles, Rents, Arrearages of Rents, Debts, Duties, Judgments, Statutes Merchant and of the Staple, Recognizances, Charges and Incumbrances whatsoever. **And Lastly** it is agreed and declared by and between the said Parties to these Presents, and the said *A. R.* for himself, his Executors, Administrators and Assigns, doth covenant, promise and grant to and with the said *T. M.* his Heirs, Executors and Administrators, that he the said *T. M.* his Heirs, Executors, Administrators and Assigns shall and may hold and enjoy all and singular the said Premises above mentioned to be released and confirmed, and hereby demised, or mentioned or intended to be demised, and receive and take the Rents and Profits thereof, to his and their own proper Use and Benefit, until Default shall be made in Performance of the Proviso aforesaid. **In Witness, &c.**

A Special Assignment of a Mortgage of a Messuage or Tenement, which was made a Security for a further Sum borrowed by an Indorsement on the Mortgage, and now the whole Money is secured by this Assignment to a Third Person who advanced the same.

THIS Indenture made, &c. Between J. C. of, &c. and W. C. of, &c. of the one Part, and J. H. of, &c. of the other Part. **Whereas** by Indenture bearing Date, &c. made or mentioned to be made between the said W. C. of the one Part, and the said J. C. of the other Part, he the said W. C. for the Consideration of 100 l. therein mentioned, did demise unto the said J. C. his Executors, Administrators and Assigns, **All** that Messuage or Tenement and Garden thereto adjoining, with the Appurtenances, situate and being in, &c. and then in the Tenure or Occupation of, &c. his Assignee or Assigns, and also all those two Acres of Arable Land situate, lying, &c. and then or late also in the Tenure of, &c. and all Houses, Out-houses, Buildings, Barns, Stables, Yards, Backsides, Ways, Waters, Easements, Privileges, Advantages and Appurtenances, to the said Messuage or Tenement, Lands and Premises belonging or appertaining; **To hold** unto the said J. C. his Executors, Administrators and Assigns, from the Day of the Date of the said recited Indenture for the Term of 1000 Years, under the yearly Rent of a Pepper-Corn; And under a Proviso therein contained to be void, on Payment of the

the Sum of 100 *l.* with Interest to the said *J. C.* his Executors, Administrators or Assigns at a certain Day therein mentioned and appointed for Payment thereof, and now long since past. **And whereas** by an Indorsement on the said recited Indenture bearing Date, &c. He the said *W. C.* as well for the Consideration of the said Sum of 100 *l.* as of a further Sum of 50 *l.* then to him in Hand paid by the said *J. C.* did grant, ratify, release and confirm unto the said *J. C.* **All** the said Messuage or Tenement, Garden, Lands, Hereditaments and Premises by the said recited Indenture demised, bargained and sold, with their and every of their Appurtenances; **To hold** the same unto the said *J. C.* his Executors, Administrators and Assigns, for and during all the Rest and Residue of the said Term of 1000 Years, as were then to come, under a Covenant that he the said *J. C.* his Executors, Administrators or Assigns, should on Receipt of the said Sums of 100 *l.* and 50 *l.* and Interest on a certain Day therein mentioned for Payment thereof, surrender and assign the said Premises to the said *W. C.* his Heirs or Assigns, or such other Person or Persons as he or they should direct, as in and by the said recited Indenture and the Indorsement thereon may more fully appear. **And whereas** there is now due unto the said *J. C.* for Principal and Interest in the whole the Sum of 157 *l.* 10 *s.* which he hath required to be paid him in, and the said *W. C.* hath requested the said *J. H.* to advance the same, and also a further Sum to him of 20 *l.* which the said *J. H.* hath consented and agreed to do, upon an Assignment of the Premises for his Security: **Now this**
Indenture

Indenture witnesseth, that for and in Consideration of the Sum of 157 *l.* 10 *s.* of lawful Money of *Great Britain* to the said *J. C.* before the Sealing and Delivery hereof well and truly in Hand paid by the said *J. H.* And of the Sum of 20 *l.* of like lawful Money to him the said *W. C.* also in Hand paid by the said *J. H.* the Receipt of which said several Sums of 157 *l.* 10 *s.* and 20 *l.* the said *J. C.* and *W. C.* do hereby severally acknowledge, and thereof and of every Part and Parcel thereof do acquit, release and discharge the said *J. H.* his Executors and Administrators for ever by these Presents, He the said *J. C.* by the Direction and Appointment of the said *W. C.* testified by his being a Party hereunto, and Signing and Sealing of these Presents, **hath** bargained, sold, assigned, transferred and set over, and by these Presents doth bargain, sell, assign, transfer and set over unto the said *J. H.* his Executors, Administrators and Assigns, **All** and singular the said Messuage or Tenement, Garden, Lands and Premises mentioned and expressed in the said recited Indenture, with their and every of their Appurtenances, and all the Estate, Right, Title, Interest, Term of Years yet to come, Claim and Demand whatsoever of him the said *J. C.* of, in and to the said Premises, and also the said recited Indenture of Demise; **And** the said *W. C.* **hath** ratified, released and confirmed, and by these Presents doth ratify, release and confirm all and singular the said Premises, with their and every of their Appurtenances, unto the said *J. H.* his Executors, Administrators and Assigns; **To have and to hold** the said Messuage or Tenement, Garden, Lands and Premises

misses with the Appurtenances unto the said *J. H.* his Executors, Administrators and Assigns, from the Day of the Date hereof for and during all the Rest, Residue and Remainder of the said Term of 1000 Years demised and granted as aforesaid, which are yet to come and unexpired: **Provided** always and upon this Condition nevertheless, That if the said *W. C.* his Heirs, Executors or Administrators, do and shall well and truly pay, or cause to be paid unto the said *J. H.* his Executors, Administrators or Assigns, the full Sum of 177 *l.* 10 *s.* of lawful Money of *Great Britain*, and Interest for the same after the Rate of 5 *l.* per Cent. per Annum on the Day of, &c. next ensuing the Date hereof, free and clear of all Deductions or Abatements, for or on Account of Taxes or other Payments whatsoever, then the said *J. H.* his Executors, Administrators and Assigns shall and will at the Request and Costs of the said *W. C.* his Heirs and Assigns release his and their Estate and Interest in the Premises above mentioned, or assign the same to such Person or Persons as the said *W. C.* his Heirs or Assigns, shall direct, discharged of all Incumbrances had, made or done by the said *J. H.* his Executors, Administrators or Assigns. **And** the said *W. C.* for himself, his Heirs, Executors and Administrators doth covenant, promise and agree to and with the said *J. H.* his Executors, Administrators and Assigns by these Presents, in Manner following, (that is to say) That he the said *W. C.* his Heirs, Executors or Administrators, shall and will well and truly pay, or cause to be paid unto the said *J. H.* his Executors, Administrators or Assigns, the said Sum of 177 *l.* 10 *s.* and Interest
for

for the same as aforesaid, on the Day and Time before limited and appointed for Payment thereof, without Fraud and without making any Deductions thereout for Taxes or other Payments ; **And** that he the said *J. H.* his Executors, Administrators and Assigns, shall or lawfully may from Time to Time after Default shall be made of Payment of the said Money in the Proviso or Condition before mentioned, peaceably and quietly have, hold and enjoy the said Messuage, Lands and Premises with the Appurtenances, without any Let or Interruption of or by the said *W. C.* his Heirs or Assigns, and without any lawful Let or Interruption of or by any other Person or Persons, freed and discharged of and from all Incumbrances whatsoever. **And** the said *J. H.* for himself, his Executors, Administrators and Assigns, doth covenant, promise and agree to and with the said *W. C.* his Heirs and Assigns by these Presents, that he the said *W. C.* his Heirs and Assigns, shall and may until Default shall be made in Payment of the Money in the said Proviso or Condition before mentioned, peaceably and quietly hold and enjoy the said Premises, with the Appurtenances, without any Let or Interruption of or by the said *J. H.* his Executors, Administrators or Assigns. **And** the said *J. C.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant to and with the said *J. H.* his Executors, Administrators and Assigns, that he the said *J. C.* hath not at any Time committed or done any Act, Matter or Thing whereby the said Premises are or may be charged or incumbered, in Estate, Title or otherwise howsoever. **In Witness, &c.**

An Assignment of a Mortgage after another Manner, with the Mortgagor's Confirmation thereof, &c.

THIS Indenture Tripartite, made, &c. Between *A. B.* of, &c. of the first Part, *T. D.* of, &c. of the second Part, and *E. W.* of, &c. of the third Part. **Whereas** by Indenture bearing Date, &c. and made between the said *A. B.* of the one Part, and the said *T. D.* of the other Part, the said *A. B.* for the Considerations therein mentioned, did demise, grant, bargain, sell, lease and to Farm let unto the said *T. D.* All that Messuage or Tenement, situate, lying and being, &c. and all those Lands, &c. then in the Tenure or Occupation of, &c. together with all Houses, Buildings, Barns, Stables, Orchards, Gardens, Lands, Tenements, Meadows, Pastures, Feedings, Woods, Underwoods, Hedges, Hedge-Rows, Fences, Ditches, Waters, Watercourses, Paths, Passages, Easements, Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever to the said Messuage or Tenement and Lands belonging, or in any wise appertaining, or accepted, reputed or taken as Part, Parcel or Member thereof; And the Reversion and Reversions, Remainder and Remainders of the said Premises, and all yearly and other Rents and Profits thereof, and of every Part and Parcel thereof with the Appurtenances; **To hold** the said Messuage or Tenement, Lands and Premises before mentioned, and intended to be thereby demised and granted, with their and every of
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their Appurtenances, unto the said *T. D.* his Executors, Administrators and Assigns, for and during the Term of 500 Years, from thenceforth next ensuing, and fully to be compleat and ended, without Impeachment of Waste; under the yearly Rent of one Pepper-Corn, if it should be demanded; **In which** Indenture there is a Proviso or Condition nevertheless to this Effect, That if the said *A. B.* his Heirs, Executors or Administrators should well and truly pay, or cause to be paid unto the said *T. D.* his Executors, Administrators or Assigns the full Sum of, *£c.* of lawful Money, *£c.* on the Day of, *£c.* which should be in the Year of our Lord, *£c.* without any Deduction whatsoever for Taxes, Assessments, or any other Cause whatsoever, that then the said Indenture and the Estate thereby granted, should cease, determine and be void; any Thing therein contained to the contrary notwithstanding, as in and by the said recited Indenture, Relation being thereunto had, more at large may appear. **And whereas** the said Sum of, *£c.* was not paid on the said Day, *£c.* according to the Proviso or Condition aforesaid, by Means whereof the said Term and Estate of and in the said Premisses for 500 Years by the said recited Indenture granted, became absolute in Law to the said *T. D.* **And whereas** there is now due to the said *T. D.* besides the said principal Money, the Sum, *£c.* for Interest: **Now this Indenture witnesseth**, that for and in Consideration of the Sum of, *£c.* of lawful Money of *Great Britain* to the said *T. D.* and of the Sum, *£c.* of like lawful Money to the *A. B.* well and truly in Hand paid by the said *E. W.* before the

the Sealing and Delivery of these Presents, the Receipt of which said several Sums the said *T. D.* and *A. B.* do hereby respectively acknowledge, and thereof do respectively acquit and discharge the said *E. W.* his Executors and Administrators, and for other good Causes and Considerations them thereunto moving; He the said *T. D.* by the Direction and Appointment of the said *A. B.* testified by his being made a Party hereunto, and his Sealing and Delivery hereof, **hath** bargained, sold, assigned and set over, and by these Presents doth bargain, &c. unto the said *E. W.* his Executors, Administrators and Assigns, **All** that the said Messuage or Tenement, and all those Lands situate, &c. and all and singular the Premises whatsoever, in the said recited Indenture mentioned, and intended to be thereby demised and granted as aforesaid, with their and every of their Appurtenances; And the Reversion and Reversions, Remainder and Remainders, and all Rents and Profits thereof, and also all the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatsoever of him the said *T. D.* of, in and to the same, by Force and Virtue of the said recited Indenture or otherwise, together with the said Indenture; **To have and to hold** the said Messuage or Tenement, Lands and all and singular the Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said *E. W.* his Executors, Administrators and Assigns, for and during all the Residue and Remainder of the said Term of 500 Years hereby assigned yet to come and unexpired, under the Rent, Covenants and Agreements in the said recited Indenture

denture reserved and contained. **And** the said *T. D.* for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said *E. W.* his Executors, Administrators and Assigns, That he the said *T. D.* hath not done or committed any Act, Matter or Thing whatsoever, whereby the said Premises, or any Part thereof, are, is, shall or may be charged or incumbered in Title, Estate or otherwise howsoever. **And** the said *A. B.* for the Considerations aforesaid, **hath** ratified and confirmed, and by these Presents **Doth** ratify and confirm unto the said *E. W.* **All** and singular the said Messuage or Tenement and Premises above mentioned to be hereby assigned, and every Part and Parcel thereof with the Appurtenances; **To have and to hold** the said Messuage or Tenement, Lands and Premises, with their and every of their Appurtenances, unto the said *E. W.* his Executors, Administrators and Assigns, for and during all the said Residue and Remainder of the said Term of 500 Years which are yet to come and unexpired, without Impeachment of or for any Manner of Waste, absolutely freed and discharged of all Benefit and Equity of Redemption of the said Premises whatsoever: **Provided** always, and it is covenanted, granted and agreed by and between the said Parties to these Presents, that if the said *A. B.* his Heirs, Executors or Administrators, do and shall well and truly pay, or cause to be paid unto the said *E. W.* his Executors, Administrators or Assigns, the full and just Sum of, *£c.* of lawful Money, *£c.* in Manner following, that is to say, the Sum of, *£c.* Part thereof, on the Day, *£c.* next ensuing the
 Date

Date hereof, and the Sum of, &c. Residue thereof on the Day, &c. which shall be in the Year of our Lord, &c. without any Deduction, Defalcation or Abatement to be made out of the said Sums, or either of them, for Taxes, Charges, Assessments, or for any other Cause, Matter or Thing whatsoever, That then this present Indenture of Assignment, and the Estate hereby made shall cease, determine and be utterly void; or otherwise that he the said *E. W.* his Executors, Administrators or Assigns, shall and will assign and transfer unto the said *A. B.* his Heirs or Assigns, or to whom he or they shall direct and appoint, all and singular the said Lands and Premises above mentioned to be hereby assigned, with the Appurtenances, and all his and their Right, Title and Interest in and to the same, discharged of all Incumbrances committed, done or suffered by him or them, or by any Person or Persons claiming from, by or under him or them. **And** the said *A. B.* for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said *E. W.* his Executors, Administrators and Assigns by these Presents, That he the said *A. B.* his Heirs, Executors or Administrators, or some of them, shall and will well and truly pay, or cause to be paid unto the said *E. W.* his Executors, Administrators or Assigns, the said full Sum of, &c. and every Part thereof, on the Days and Times in the Proviso above mentioned limited and appointed for Payment of the same, without making any Deduction or Abatement out of the said Sum, or any Part thereof, for Taxes, Charges, Assessments, or for other Cause, Matter or Thing whatsoever,

according to the true Intent and Meaning of the Proviso aforesaid, and in Discharge of the same. **And also** that the said recited Indenture of Demise for the Residue of the Term thereby granted and hereby assigned, now is and from and after the Execution of these Presents, shall continue and be a good and effectual Lease in the Law, not forfeited, surrendered or otherwise avoided; **And** that the said *T. D.* now hath good Right, full Power and Authority to grant and assign the said Premises above mentioned in Manner aforesaid, according to the true Intent and Meaning of these Presents; **And also** that if any Default shall happen to be made in Payment of the said, &c. or any Part thereof, contrary to the aforesaid Proviso in that Behalf, that then and from thenceforth he the said *E. W.* his Executors, Administrators and Assigns shall and may peaceably and quietly have, hold and enjoy the said Messuage or Tenement, Lands and Premises above mentioned, and every Part and Parcel thereof with the Appurtenances, and take the Rents and Profits thereof, during the Residue of the said Term of 500 Years hereby assigned, without the Let, Trouble or Disturbance of the said *T. D.* or the said *A. B.* or of either of them respectively, or of any other Persons whatsoever. **And further** that if Default shall be made in Payment of the said Sum of, &c. or any Part thereof, contrary to the Proviso aforesaid, that then also and from thenceforth, he the said *A. B.* and the said *T. D.* and either of them respectively, and all and every Person and Persons claiming the said Premises above mentioned, or any Part thereof, or any Estate,

Estate, Right, Title or Interest in or to the same, shall and will at the Request, Cost and Charges of the said *E. W.* his Executors, Administrators or Assigns, make, do and execute, or cause or procure to be made, done and executed such further and other Act and Acts for the strengthening, confirming and more absolute making of the Remainder of the said Term hereby assigned unto the said *E. W.* his Executors, Administrators and Assigns, discharged of the aforesaid Proviso, as by the said *E. W.* his Executors, &c. or by his or their Counsel learned in the Law shall be reasonably devised or advised and required. **In Witness, &c.**

An Assignment of a Mortgage of Lands, wherein the Mortgagor releases the Proviso to the Mortgagee, who then assigns the Lands to another Person being paid his Money due, and the Mortgagor for a further Sum ratifies and confirms the Estate, with another Proviso for the Assignee to surrender or assign the Premises, on the Mortgagor's paying all the Money at the Day limited.

THIS Indenture Tripartite made, &c. Between *T. L.* of, &c. of the one Part, *W. R.* of, &c. of the second Part, and *D. S.* of, &c. Widow of the third Part. **Whereas** in and by one Indenture bearing Date, &c. made between the said *T. L.* of the one Part, and the said *W. R.* of the other Part, He the said *T. L.* for and in Consideration of the Sum

of 250 *l.* to him in Hand paid by the said *W. R.* did grant, bargain, sell, demise, lease and to Farm let unto the said *W. R.* his Executors, Administrators and Assigns, **All** that Parcel of Arable Land, Pasture and Brook Ground containing by Estimation nine Acres, be the same more or less, lying and being in, &c. now in the Tenure or Occupation of, &c. his Under-Tenants or Assigns, and also all those two Parcels of Arable Land called by the Name, &c. containing by Estimation seven Acres, be the same more or less, lying and being, &c. and now in the Occupation of the said *T. L.* which said Premises were lately purchased by the said *T. L.* of and from *E. B.* of, &c. together with all Ways, Waters, Water-courses, Easements, Woods, Underwoods and Trees, Commons, Common of Pasture, Feedings, Privileges, Profits, Commodities, Advantages and Appurtenances to the said Parcels of Land and Premises belonging or in any wise appertaining, and the Reversion and Reversions, Remainder and Remainders thereof, and all Deeds, Evidences and Writings touching or concerning the said granted and bargained Premises; **To hold** unto the said *W. R.* his Executors, Administrators and Assigns from the Day of the Date of the said Indenture for and during the Term of 1000 Years, thence next ensuing and fully to be compleat and ended, without Impeachment of Waste, at and under the yearly Rent of one Pepper-Corn if demanded, **Subject** to a Proviso or Condition therein contained for making void the same, on Payment by the said *T. L.* unto the said *W. R.* of the full Sum of 250 *l.* with Interest at the Rate of 4 *l.* 10 *s.*

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per Cent. on a certain Day therein mentioned then to come and now past, as in and by the said recited Indenture may more at large appear. **And whereas** all the Interest of the said 250*l.* hath been duly paid until the Day of the Date hereof, but the said principal Sum remains due and unsatisfied: **Now this Indenture witnesseth**, that the said *T. L.* for divers good Causes and Considerations him thereunto moving, **hath** remised and released, and by these Presents doth remise and release unto the said *W. R.* his Executors, Administrators and Assigns the Proviso or Condition in the said recited Indenture contained, and all Benefit and Equity of Redemption of the said Premises, by Virtue or Colour thereof or otherwise howsoever, and also all Covenants and Agreements in the same Indenture contained which on the Part and Behalf of the said *W. R.* were to have been or are or ought to be observed and performed. **And this Indenture further witnesseth**, that for and in Consideration of the Sum of 250*l.* of lawful Money of *Great Britain* to the said *W. R.* in Hand paid by the said *D. S.* by and with the Consent and Agreement of the said *T. L.* testified by his being a Party to and Sealing and Delivery of these Presents, the Receipt of which said Sum of, &c. the said *W. R.* doth hereby confess and acknowledge, He the said *W. R.* with the like Consent and by the Direction and Appointment of the said *T. L.* testified as aforesaid, **hath** bargained and sold, assigned and set over, and by these Presents doth bargain and sell, assign and set over unto the said *D. S.* **All** those the said Parcels of Land and Premises above mentioned to be
granted

granted in and by the said recited Indenture, and every Part and Parcel thereof, with their and every of their Appurtenances, and also all the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatsoever, as well in Equity as in Law, of him the said *W. R.* of, in and to the said Premises above mentioned, and of, in and to every Part and Parcel thereof, with the Appurtenances, together with the said recited Indenture, and all other Deeds and Writings relating to the said Premises now in his Custody or Possession; **To have and to hold** all and singular the said Parcels of Land and Premises above mentioned, and every Part and Parcel thereof with their Appurtenances, unto the said *D. S.* her Executors, Administrators and Assigns, for and during all the Rest and Residue of the said Term of 1000 Years above recited which is yet to come and unexpired, clearly and absolutely freed and discharged by the Consent of the said *T. L.* of and from the Proviso or Condition in the said recited Indenture contained, and of and from all Benefit and Equity of Redemption of the said Premises, by Virtue or Colour thereof, or otherwise howsoever. **And** the said *W. R.* doth by these Presents for himself, his Executors, Administrators and Assigns, covenant and grant to and with the said *D. S.* her Executors, Administrators and Assigns, that he the said *W. R.* hath not done or committed, any Act, Matter or Thing whatsoever whereby or wherewith the said Parcels of Land hereby assigned, or any Part thereof, are, is, shall or may be charged or incumbered in Title, Estate or otherwise howsoever. **And this Indenture**
also

also further witnesseth, that the said *T. L.* for the Considerations aforesaid, and for and in Consideration also of the Sum of 50 *l.* of like lawful Money, &c. to him in Hand paid by the said *D. S.* the Receipt of which said Sum of 50 *l.* the said *T. L.* doth likewise hereby confess and acknowledge, He the said *T. L.* hath granted, bargained and sold, released, ratified and confirmed, and by these Presents doth grant, bargain and sell, release, ratify and confirm unto the said *D. S.* All those the said Parcels of Land and Premisses above mentioned, and every Part and Parcel thereof with their and every of their Appurtenances; And also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said *T. L.* of, in and to the said Premisses above mentioned, and of, in and to every Part and Parcel thereof, with the Appurtenances; **To have and to hold** all and singular the said Parcels of Land and Premisses above mentioned, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said *D. S.* her Executors, Administrators and Assigns, for and during all the Rest and Residue of the said Term of 1000 Years above recited, which is yet to come and unexpired: **Provided** always, and it is agreed by and between the said Parties to these Presents, That if the said *T. L.* his Heirs or Assigns, do and shall well and truly pay, or cause to be paid unto the said *D. S.* her Executors, Administrators or Assigns, the full and just Sum of 300 *l.* of lawful Money of *Great Britain*, with Interest for the same after the Rate of 4 *l.* per Cent. per Annum, in and upon the Day of, &c. next ensuing the Date of these

these Presents, without any Deduction or Abatement for Taxes, Assessments, or any other Impositions whatsoever, either ordinary or extraordinary, That then and at any Time thence after, she the said *D. S.* her Executors, Administrators or Assigns, shall and will at the Request, Costs and Charges of the said *T. L.* his Heirs or Assigns, surrender, assign or otherwise transfer the said Parcels of Land and Premises above mentioned, with their Appurtenances, and all her Estate, Term and Interest therein unto the said *T. L.* his Heirs and Assigns, or to whom he or they shall direct and appoint, **So** as the Person or Persons who is or are to make such Surrender, Assignment or other Assurance, be not compelled or compellable, by Force of these Presents, to travel or go for the doing thereof from the Place or Places of her or their respective Habitation or Abode at the Time of such Request to be made, nor to enter into any further or more general Covenants than against her and themselves respectively, and her and their respective Acts; any Thing herein contained to the contrary thereof notwithstanding. **And** the said *T. L.* for himself, his Heirs and Assigns, doth covenant and grant to and with the said *D. S.* her Executors, Administrators and Assigns, that he the said *T. L.* his Heirs or Assigns, shall and will well and truly pay, or cause to be paid unto the said *D. S.* her Executors, Administrators or Assigns, the said full Sum of 300 *l.* of lawful Money, &c. with Interest for the same, after the Rate of 4 *l.* per Centum per Annum, in and upon the said Day of, &c. next ensuing, without any Deduction as aforesaid, according to the true Intent and
Meaning

Meaning of these Presents ; And also that the said Term of 1000 Years hereby assigned, is still in Being and subsisting, not surrendered, discharged or otherwise avoided ; And that she the said *D. S.* her Executors, Administrators and Assigns, shall and may from Time to Time and at all Times, after Default shall be made in Performance of the Proviso or Condition herein contained, for and during all the Rest and Residue of the said Term of 1000 Years above recited, which shall be then to come and unexpired, peaceably and quietly enter into, have, hold, occupy, possess and enjoy all and singular the said Parcels of Land and Premises above mentioned, and every Part and Parcel thereof, with their and every of their Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said *T. L.* his Heirs and Assigns, and of all and every other Person or Persons whatsoever. And further that he the said *T. L.* and his Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Parcels of Land and Premises above mentioned, or any Part thereof, shall and will from Time to Time and at all Times, after Default shall be made in Performance of the Proviso or Condition herein contained, at the Request of the said *D. S.* her Executors, Administrators or Assigns, make, do and execute, or cause or procure to be made, done and executed, all and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better and more perfect granting and assuring of the said Parcels of Land and Premises
above

above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said *D. S.* her Executors, Administrators and Assigns, for and during all the Rest and Residue of the said Term of 1000 Years above mentioned, which shall be then to come and unexpired, freed and discharged of and from the Proviso or Condition herein contained, and all Benefit and Equity of Redemption by Virtue or Colour thereof, or otherwise howsoever, as by the said *D. S.* her Executors, Administrators or Assigns, or her or their Counsel learned in the Law shall be reasonably devised, or advised and required. **And Lastly** it is covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared, That until Default shall be made in Performance of the Proviso or Condition herein contained, he the said *T. L.* his Heirs and Assigns, shall and may peaceably and quietly have, hold and enjoy the said Parcels of Land and Premises above mentioned, and every Part and Parcel thereof, with their Appurtenances, and receive and take the Rents, Issues and Profits thereof to his and their own Use and Benefit ; any Thing herein contained to the contrary thereof in any wise notwithstanding. **In Witness, &c.**

An Assignment or Surrender of Lands mortgaged, made to the Mortgagor on his paying off the Mortgage.

THIS Indenture made, &c. Between *W. B.* of, &c. of the one Part, and *S. T.* of, &c. of the other Part. Whereas by Indenture bearing Date, &c. made between the said *S. T.* of the one Part, and the said *W. B.* of the other Part, He the said *S. T.* for and in Consideration of the Sum of 200 *l.* of lawful Money, &c. therein mentioned to be paid by the said *W. B.* to the said *S. T.* and for other Considerations in the said Indenture mentioned, did demise, grant, bargain and sell unto the said *W. B.* his Executors, Administrators and Assigns, All that Messuage or Tenement situate, lying and being, &c. and also all those Lands, &c. To hold the said Messuage or Tenement, Lands and Premises unto the said *W. B.* his Executors, Administrators and Assigns, from thenceforth unto the full End and Term of 1000 Years, fully to be compleat and ended, without Impeachment of or for any manner of Waste, under the yearly Rent of a Pepper-Corn; But in the said Indenture there is contained a Proviso or Condition, That if the said *S. T.* did pay unto the said *W. B.* the said Sum of 200 *l.* with lawful Interest for the same, on the Day, &c. next ensuing the Date of the said Indenture, and now past, that then the said *W. B.* his Executors, Administrators or Assigns should surrender, assign, or otherwise transfer, All and singular the Premises above mentioned, with the

the Appurtenances, and all his Estate, Term and Interest therein to the said *S. T.* his Heirs and Assigns, or to whom he or they shall direct and appoint, as in and by the said recited Indenture may more at large appear. (*Here if the Mortgage be assign'd, the Assignment is to be recited in like Manner, or there may be a Recital of both in a shorter Form.*) **And whereas** all Interest of the said 200 *l.* is fully paid and satisfied to the Day of the Date of these Presents: **Now this Indenture witnesseth**, that the said *W. B.* for and in Consideration of the Sum of 200 *l.* of lawful Money of *Great Britain* to him in Hand paid by the said *S. T.* at and before the Sealing and Delivery of these Presents, the Receipt whereof the said *W. B.* doth hereby acknowledge, He the said *W. B.* hath assigned and surrendred, and by these Presents doth assign and surrender unto the said *S. T.* his Heirs and Assigns, **All** and singular the said Messuage or Tenement, Lands, Hereditaments and Premises above mentioned, in and by the said recited Indenture demised and granted, or mentioned to be granted unto him the said *W. B.* And also all the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatsoever of him the said *W. B.* of, in and to the said Premises, and of, in and to every Part and Parcel thereof; **To have and to hold** the said Messuage or Tenement, Lands, Hereditaments and all and singular the Premises above mentioned, with their and every of their Appurtenances, unto the said *S. T.* his Heirs and Assigns, for all the Estate, Term and Interest as he the said *W. B.* hath or ought to have therein. **And** the said *W. B.* for himself, his Executors,

Administrators and Assigns, and for every of them, doth covenant and grant to and with the said *S. T.* his Heirs and Assigns, by these Presents, That he the said *W. B.* hath not done any Act or Thing whereby the Premises hereby assigned and surrendred, or mentioned to be assigned and surrendred, or any Part thereof, are or may be impeached, charged or incumbered, in Title, Estate or otherwise howsoever. In Witness, &c.

A Special Assignment of an Assignment of a forfeited Mortgage, subject to the Equity of Redemption, where the Mortgagor doth not join in the Assignment, with Recital of the first Mortgage and two Assignments, one whereof with a further Grant or Demise for a larger Term in the Premises.

THIS Indenture made, &c. Between *W. C.* of, &c. and *E.* his Wife, of the one Part, and *J. A.* of, &c. of the other Part. Whereas *R. S.* late of, &c. deceased, by his Indenture of Mortgage bearing Date, &c. made between the said *R. S.* of the one Part, and *T. V.* late of, &c. also deceased, of the other Part, for the Consideration of 80 l. therein mentioned, Did bargain, sell, demise, grant and to Farm let unto the said *T. V.* his Executors, Administrators and Assigns, All that Messuage or Tenement, situate and being in, &c. together with all Rooms, Shops, Sheds, Cellars, Yards, Lights, Easements, Common of Pasture, Profits, Commodities and Appurtenances

tenances whatsoever, to the said Messuage or Tenement belonging or appertaining, and all the Estate and Interest of him the said R. S. therein ; **To hold** the said Messuage or Tenement and Premises with the Appurtenances unto the said T. V. his Executors, Administrators and Assigns, from the Day of the Date of the said Indenture, for and during and unto the full End and Term of 400 Years, from thence next ensuing, and fully to be compleat and ended, at and under the yearly Rent of a Pepper-Corn, if demanded, **Subject** to a Proviso therein contained, for making void the same, on Payment of the Sum of 84 *l.* at certain Days and Times therein mentioned, as in and by the said recited Indenture, Relation being thereunto had, may more fully and at large appear. **And whereas** the said Sum of 84 *l.* was not paid at the Days and Times therein appointed for Payment thereof, whereby the Estate and Interest of the said T. V. of and in the said mortgaged Premises, for the said Term became in Law absolute, and redeemable in Equity only. **And whereas** the said T. V. afterwards died, having first made and published his Last Will and Testament in Writing, and thereof appointed his Wife M. V. his sole Executrix, who proved the said Will in due Form of Law, and took upon her the the Execution thereof. **And whereas** the said R. S. also soon after died, having made and published his Last Will and Testament in Writing, bearing Date on or about the Day, &c. and thereby devised the said mortgaged Premises to A. G. of, &c. since deceased, as in and by the said several and respective Wills, Relation being thereunto respectively had,
more

more fully and at large appears. And whereas in and by one other Indenture Tripartite, bearing Date, &c. and made or mentioned to be made between the said *M. V.* by the Name of *M. V.* of, &c. Widow, Relict and Executrix of the Last Will and Testament of the said *T. V.* deceased of the first Part, the said *A. G.* Devisee of the Last Will and Testament of the said *R. S.* deceased of the second Part, and *R. B.* of, &c. of the third Part, reciting therein as herein above is recited, She the said *M. V.* in Consideration of the Sum of 80*l.* therein mentioned to be paid to her by the said *R. B.* at the Request, and by the Direction and Appointment of the said *A. G.* testified as therein is mentioned, did at the like Request, Direction and Appointment of the said *A. G.* testified as aforesaid, grant, bargain, sell, assign, transfer and set over unto the said *R. B.* his Executors, Administrators and Assigns, All that the said mortgaged Messuage or Tenement and Premises above mentioned, with the Appurtenances, together with the said therein recited Indenture and Bond to perform the Covenants thereof, and all Writings concerning the said Premises, in the Custody of the said *M. V.* To hold the said Messuage or Tenement and Premises with the Appurtenances unto the said *R. B.* his Executors, Administrators and Assigns, from the Day of the Date of the said last recited Indenture, for and during the Rest and Residue of the said Term of 400 Years then to come, in as full Manner as the said *M. V.* might have held the same. And the said *A. G.* in and by the said last recited Indenture, for and in Consideration of the further Sum of 40*l.* to

him in Hand paid by the said *R. B.* did further grant, demise, bargain and sell unto the said *R. B.* his Executors, Administrators and Assigns, **All** the said Messuage or Tenement, and other the Premises in the therein above recited Indenture granted, and therein before assigned, together with all new Buildings and Erections thereon; **To hold** unto the said *R. B.* his Executors, Administrators and Assigns, from the Day of the Date of the said last Indenture, for and during the Term of 1000 Years, from thence next ensuing and fully to be compleat and ended; at and under the yearly Rent of one Pepper-Corn, if demanded: **Subject** to a certain Covenant and Agreement therein contained, for re-conveying and assigning back of the said Premises to the said *A. G.* upon Payment of the Sum of 126 *l.* of lawful Money of *Great Britain*, by the said *A. G.* to the said *R. B.* on the several Days and Times therein mentioned and appointed, and now long since past, as in and by the said last recited Indenture, Relation being thereunto had, may more fully appear. **And whereas** in and by one other Indenture bearing Date, &c. made between the said *R. B.* of the one Part, and the said *E.* now the Wife of the said *W. C.* by her then Name of *E. F.* of, &c. Widow, of the other Part, reciting therein in Effect as is herein before recited, and reciting also that the said Sum of 126 *l.* or any Part thereof, was not paid unto the said *R. B.* at the Days and Times in the last recited Indenture limited and appointed for Payment thereof, and that thereby the said Messuage or Tenement and Premises became forfeited, and legally vested in the said *R. B.* for the Remainder of the said
several

several Terms of 400 Years and 1000 Years, in and by the said recited Indentures granted, redeemable only in Equity ; And reciting farther that there was then due on the said Mortgage to the said *R. B.* 120 *l.* for principal Money, and no more, He the said *R. B.* for and in Consideration of the Sum of 120 *l.* to him in Hand paid by the said *E. F.* and for other Considerations, did grant, bargain, sell, assign, transfer and set over unto the said *E. F.* her Executors, Administrators and Assigns, **All** the said Messuage or Tenement, and other the Premises above mentioned to be granted and assigned in and by the said above recited Indentures, together with the said several Indentures of Mortgage and Assignment, and the Bond to perform the Covenants thereof, and all Sums of Money thereby due and secured, and all other Writings concerning the said Premises, in the Hands or Custody of the said *R. B.* And all the Estate, Right, Title and Interest, Term of Years then to come, Claim and Demand whatsoever of him the said *R. B.* of, in or to the said Premises ; **To hold** the said Messuage or Tenement and Premises, with the Appurtenances, unto the said *E. F.* her Executors, Administrators and Assigns, for and during the Rest, Residue and Remainder of the said several Terms of 400 Years, and 1000 Years, then to come and unexpired, in as full and ample Manner as the said *R. B.* might have held and enjoyed the same, by Virtue of the said last above recited Indenture, subject nevertheless to the Equity of Redemption therein contained, as in and by the said last recited Indenture, Relation being thereunto had, more fully and at large may

appear. And whereas the said *E. F.* being lately married to the said *W. C.* he the said *W. C.* is intituled in her Right, to all and singular the Premises above mentioned, during the Rest and Residue of the said several Terms of Years, above particularly recited: **Now this Indenture witnesseth**, that for and in Consideration of the Sum of 125 *l.* of lawful Money of *Great Britain* to the said *W. C.* and *E.* his Wife in Hand paid by the said *J. A.* at and before the Sealing and Delivery of these Presents, the Receipt whereof the said *W. C.* and *E.* his Wife do hereby acknowledge, and thereof and of every Part thereof, do acquit and discharge the said *J. A.* his Executors, Administrators and Assigns, by these Presents, and for divers other good Causes and Considerations them thereunto moving, **They** the said *W. C.* and *E.* his Wife **have** and either of them hath granted, bargained, sold, assigned, transferred and set over, and by these Presents do and either of them doth grant, bargain, sell, assign, transfer and set over unto the said *J. A.* his Executors, Administrators and Assigns, **All** that the said Messuage or Tenement, and all and singular other the Premises, in and by the said several above recited Indentures granted, demised and assigned, or mentioned or intended so to be, with their and every of their Appurtenances, together with the said several recited Indentures of Mortgage and Assignment, and Bond for performing the Covenants thereof, and all and every Sum and Sums of Money thereby due and secured, or which shall hereafter become due and payable thereon, and all other Deeds, Evidences and Writings touching or concerning the said Premises,

misses, in the Hands, Custody or Power of the said *W. C.* and *E.* his Wife, or either of them; And also all the Estate, Right, Title, Interest, Term and Terms of Years now to come and unexpired, Property, Claim and Demand whatsoever of them the said *W. C.* and *E.* his Wife, or either of them, of, in and to the said Messuage or Tenement and Premises with the Appurtenances, or any Part or Parcel thereof; **To have and to hold** the said Messuage or Tenement and Premises, and every Part and Parcel thereof, with the Appurtenances, unto the said *J. A.* his Executors, Administrators and Assigns, from the Day next before the Day of the Date of these Presents, for and during all the Rest, Residue and Remainder of the said several and respective Terms of 400 Years and 1000 Years, which are yet to come and unexpired, in as full, ample and beneficial Manner to all Intents and Purposes, as they the said *W. C.* and *E.* his Wife, or either of them, might or could have, hold or enjoy the same, by Force, Virtue or Means of the said last recited Indenture, or otherwise howsoever, subject to the Equity of Redemption thereof above mentioned. **And** the said *W. C.* for himself, his Executors and Administrators, &c. doth covenant and grant to and with the said *J. A.* his Executors, Administrators and Assigns, by these Presents, that he the said *W. C.* and *E.* his Wife, have not, nor either of them hath, done, committed or suffered any Act, Matter or Thing whatsoever, whereby or by Means whereof, the said Messuage or Tenement and Premises above mentioned, with the Appurtenances, or any Part thereof, is, are, shall

or may be impeached, charged or incumbered, in Title, Estate, or otherwise howsoever; **And** that the said *W. C.* and *E.* his Wife, their Executors and Administrators, and all and every other Person and Persons, any Thing having or claiming in the said Premisses, or any Part thereof, by, from or under them, or either or any of them, shall and will at any Time or Times hereafter, upon the reasonable Request and at the Costs and Charges of the said *J. A.* his Executors, Administrators or Assigns, make, do and execute, or cause or procure to be made, done and executed, all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Conveyance and Conveyances, Assignments or Assurances in the Law whatsoever, for the further, better and more absolute assigning and assuring of the said Messuage or Tenement and Premisses, and every Part and Parcel thereof, with the Appurtenances, unto the said *J. A.* his Executors, Administrators and Assigns, for and during the Rest and Residue of the said several Terms of 400 Years and 1000 Years above mentioned, which shall be then to come and unexpired, as by the said *J. A.* his Executors, Administrators or Assigns, or his or their Counsel learned in the Law shall be reasonably devised, or advised and required. **In Witness, &c.**

A

A Special Assignment of a Release of the Equity of Redemption of Lands mortgaged, after the Mortgagor was foreclosed his Equity or Power to redeem the Estate.

THIS Indenture made, &c. Between A. D. of, &c. of the one Part, and H. J. of, &c. of the other Part. **Whereas** T. M. of, &c. in and by one Indenture bearing Date, &c. in Consideration of the Sum of 500 l. of lawful Money, &c. therein mentioned to be paid to him by G. L. late of, &c. deceased, did bargain, sell, demise, grant and to Farm let unto the said G. L. in his Life-Time, his Executors, Administrators and Assigns, **All** those Messuages and Lands, &c. situate, lying and being, &c. **To be had and holden** unto the said G. L. his Executors, Administrators and Assigns, for and during the Term of 1000 Years, thence next and immediately ensuing and following, and fully to be compleat and ended, without Impeachment of or for any Manner of Waste, by and under the yearly Rent of a Pepper-Corn; which said Indenture was nevertheless defeasible, on Re-payment of the said 500 l. with Interest for the same, at certain Days and Times in the same Indenture expressed, and now past, as in and by the said recited Indenture may more fully appear: **And whereas** Failure being made in Payment of the said 500 l. and Interest, at the Times in the Proviso or Condition in the said recited Indenture mentioned, the Estate and Term thereby granted to the said G. L. became in
Law

Law absolute. And whereas in and by one Indenture Tripartite bearing Date, &c. made between the said *T. M.* of the first Part, *C. B.* of, &c. and *J.* his Wife, only Daughter of the said *G. L.* of the second Part, and the said *A. D.* of the third Part, reciting therein in Effect as is herein before recited, and that the said *G. L.* died intestate, and Administration of his Goods and Chattels, Rights and Credits, was in due Form of Law granted and committed to the said *J.* Wife of the said *C. B.* as might appear; And reciting further, that the said *C. B.* and *J.* his Wife had that Day accounted with the said *T. M.* for the Principal and Interest then remaining due and owing on the said recited Mortgage, and upon a just Account made, there remained due to the said *C. B.* and *J.* his Wife, for Principal and Interest the Sum of 650 *l.* The said *T. M.* did remise and release unto the said *C. B.* and *J.* his Wife the Proviso or Condition in the said recited Indenture of Mortgage contained, and all Benefit and Equity of Redemption of the said Premises, by Virtue or Colour thereof; And the said *C. B.* and *J.* his Wife, in Consideration of the Sum of 650 *l.* of lawful Money, &c. therein mentioned to be paid to them by the said *A. D.* did bargain, sell, assign and set over, and the said *T. M.* for the better securing thereof, did ratify and confirm, All and singular the said Messuages, Lands, Tenements, Hereditaments and Premises above recited, and every Part and Parcel thereof with the Appurtenances, and all their Estate and Interest therein unto the said *A. D.* which said last recited Indenture was defeasible, on Repayment by the said *T. M.* of the said 650 *l.* with

with the Interest thereof, at certain Days and Times therein mentioned, and now past, as thereby may appear. **And whereas** Default being made in Performance of the Proviso or Condition, contained in the said last recited Indenture, the Estate, Term and Interest of him the said *A. D.* of, in and to the said Premises, became in Law absolute; And the said *A. D.* entered thereinto, and received some of the Profits thereof, but the same being nevertheless redeemable in Equity, the said *A. D.* exhibited his Bill into the High Court of Chancery against the said *T. M.* to compel him either to pay the said *A. D.* the said Mortgage-Money and Interest, or else to be foreclosed from all Equity of Redemption thereof, whereto the said *T. M.* appeared and answered, and the said Cause came to be heard on the Day, &c. wherein it was ordered and decreed, that the said *T. M.* should on, &c. pay the said *A. D.* the said principal Sum of 650 *l.* and 130 *l.* for the Interest thereof, and 6 *l.* for Costs, in all amounting to the Sum of 786 *l.* at the House of, &c. at the Hours of Ten and Eleven of the Clock in the Forenoon of the same Day; And that on the Payment thereof, the said *A. D.* should convey and assign his Estate and Interest in the Premises to the said *T. M.* or whom he should appoint: **But** in case the said *T. M.* should make Default in Payment of the said 786 *l.* at the Time and Place aforesaid, then the said *A. D.* his Executors and Administrators were to hold and enjoy the said Premises, absolutely discharged from all Equity of Redemption for the Remainder of the said Term, as by the said Order may appear. **And whereas** the said *T. M.*

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did not pay the said 786 *l.* or any Part thereof to the said *A. D.* at the Time and Place afore-said, by Reason whereof he the said *T. M.* was barred and foreclosed of all Equity and Power of Redemption of the said Premisses, and every Part thereof: **And whereas** in and by a certain Writing bearing Date, &c. indorsed on the Back of the said recited Indenture, the said *T. M.* did remise, release and confirm unto the said *A. D.* **All** and singular the Messuages, Lands, Tenements and Hereditaments above mentioned with the Appurtenances, and all his Estate and Interest therein; **To have and to hold** unto the said *A. D.* his Executors, Administrators and Assigns, during all the Residue of the said Term of Years above mentioned, which was then to come, discharged of and from the Proviso or Condition in the said recited Indenture contained, and of and from all Equity and Power of Redemption whatsoever, as by the said Indorsement may appear: **Now this Indenture witnesseth**, that the said *A. D.* for and in Consideration of the Sum of 850 *l.* of lawful Money of *Great Britain* to him in Hand paid by the said *H. J.* the Receipt whereof the said *A. D.* doth hereby acknowledge, **hath** bargained and sold, assigned and set over, and by these Presents doth bargain and sell, assign and set over unto the said *H. J.* **All** and singular the said Messuages, Lands, Tenements and Premisses above mentioned, and every Part and Parcel thereof, with the Appurtenances, together with the said several recited Indentures; And also all the Estate, Right, Title, Interest, Term of Years to come, Claim and Demand whatsoever of him the said *A. D.* of, in and to the same Premisses,

Premises, and every Part thereof; **To have and to hold** all and singular the said Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances unto the said *H. J.* his Executors, Administrators and Assigns, for and during all the Rest and Residue of the said Term of 1000 Years above mentioned, which is yet to come and unexpired. **And** the said *A. D.* for himself, his Executors, Administrators and Assigns, doth covenant and grant to and with the said *H. J.* his Executors, Administrators and Assigns, That he the said *H. J.* his Executors, Administrators and Assigns shall and may from Time to Time, and at all Times hereafter, for and during all the Rest and Residue of the said Term of 1000 Years now to come and unexpired, peaceably and quietly enter into, have, hold, occupy, possess and enjoy all and singular the said Premises above mentioned, and every Part and Parcel thereof with the Appurtenances, without any Let, Suit, Trouble, Hindrance, Molestation, Interruption or Denial of or by the said *A. D.* his Executors or Administrators, or of or by any other Person or Persons whatsoever, claiming or to claim, in, by, from or under him, them, or any of them. **In Witness,** &c.

*Another Grant and Release of an Equity
of Redemption.*

AND this Indenture further witnesseth, that the said *T. M.* for the Consideration, &c. hath remised, released and quit-claimed, and by these Presents doth remise, release and
for

for ever quit-claim unto the said *H. J.* his Executors, Administrators and Assigns, the said Proviso or Condition contained in the above recited Indenture of Assignment to the said *A. D.* and all Power and Equity of Redemption whatsoever, both in Law and Equity, which he the said *T. M.* his Executors or Administrators, might or could have, or can or may have or claim by Force, Virtue or Means of the said Proviso or Condition, Clause or Agreement in the said recited Indenture of Assignment mentioned and contained, or by any other Ways or Means whatsoever; And so that he the said *T. M.* his Executors and Administrators now and at all Times hereafter shall be barred, and for ever excluded of and from all Manner of Relief whatsoever, either in Law or Equity, touching or concerning the said Premises, or any Part thereof. And the said *A. D.* for himself, his Executors and Administrators doth covenant and grant to and with the said *H. J.* his Executors, Administrators and Assigns, that he the said *A. D.* hath not made, done or committed any Act, Matter or Thing whatsoever, whereby or by Reason whereof the said Messuage or Tenement, Lands and Premises, or any Part thereof, is, are or shall be any ways impeached or incumbered in Title, Estate or otherwise howsoever. [Here to follow a *Covenant* from *T. M.* that the said *H. J.* shall peaceably and quietly enjoy the Premises; And that freed and discharged of and from all Incumbrances.]

A Special Assignment of a Mortgage of Lands, assigned in Trust to attend the Fee of the Premises, on a Purchase of the Land mortgaged.

THIS Indenture Tripartite made, &c. Between C. R. of, &c. of the first Part, A. F. of, &c. of the second Part, N. J. of, &c. R. D. of, &c. and L. D. of, &c. of the third Part. Whereas J. F. late of, &c. by his Indenture of Mortgage under his Hand and Seal, bearing Date, &c. did demise, grant, bargain and sell unto G. H. of, &c. All that Messuage or Tenement situate, lying and being, &c. and also, &c. and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Premises, and all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said J. F. of, in and to the same, or any Part or Parcel thereof; **To be had and holden** unto the said G. H. his Executors, Administrators and Assigns, from the Date of the said Indenture for and during the Term of 500 Years, from thence next ensuing, and fully to be compleat and ended, **At** and under the yearly Rent of a Pepper-Corn, &c. **In** which said recited Indenture, there is a Proviso or Condition contained for making the same void, upon Payment by the said J. F. his Heirs, Executors or Administrators unto the said G. H. his Executors, Administrators or Assigns of the Sum of, &c. with Interest, of lawful Money, &c. at or upon the Day, &c. next ensuing the Date thereof, as in and by the said recited Indenture,

Indenture, Relation being thereunto had, may more fully appear. **And whereas** Failure of Payment was made of the said Sum, &c. and the Interest thereof, contrary to the true Meaning of the said Proviso, by Means whereof the Premises above mentioned became forfeited to the said *G. H.* and his Estate and Interest therein, for the Remainder of the said Term of 500 Years, became in Law absolute. **And whereas** in and by one Indenture Tripartite, bearing Date, &c. made between the said *G. H.* of the first Part, the said *J. F.* of the second Part, and *S. T.* of, &c. of the third Part, reciting therein in Effect as is herein before recited; and reciting also that the said *G. H.* in Consideration of the Sum of, &c. to him in Hand paid by the said *S. T.* at the Request and by the Consent and Direction of the said *J. F.* testified by his being a Party to the said Indenture, and executing thereof, He the said *G. H.* by the like Consent and Direction of the said *J. F.* testified as aforesaid, did bargain, sell, assign, transfer and set over unto the said *S. T.* his Executors, Administrators and Assigns, **All** and singular the said Messuage or Tenement, Lands and Premises above mentioned to be granted to the said *G. H.* in and by the said recited Indenture, and all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of him the said *G. H.* his Executors, Administrators and Assigns, of, in and to the same Premises, or any Part or Parcel thereof, together with the said recited Indenture, and all other Deeds, Evidences and Writings which the said *G. H.* had in his Custody touching or concerning the same; **To be had and holden** unto the said

S. T. his Executors and Administrators, from the Day of the Date thereof, for and during all the Rest, Residue and Remainder of the above recited Term of 500 Years therein then to come and unexpired. **And** the said J. F. for the Consideration aforesaid, and of the Sum; &c. to him in Hand also paid by the said S. T. did grant, ratify and confirm unto the said S. T. his Executors, Administrators and Assigns, the aforesaid Messuage or Tenement and Premises, and all his the said J. F.'s Estate, Right, Title, Interest, Property, Claim and Demand whatsoever, as well in Law as Equity, of, in and to the same, or any Part thereof; **To be had and holden** unto the said S. T. his Executors, Administrators and Assigns, for and during the Remainder of the said Term of 500 Years then to come and unexpired, absolutely acquitted and discharged of and from the Proviso or Condition above mentioned, and of and from all Power, Benefit and Equity of Redemption of the same Premises, by Means thereof: **Which** said last recited Indenture was defeasible on Repayment by the said J. F. to the said S. T. of the said Sum of, &c. with Interest, at a certain Day therein mentioned then to come, and now long since past, as in and by the same Indenture more fully appears. **And whereas** Failure of Payment was made of the said Sum of, &c. and the Interest thereof, by Means whereof the said Premises above mentioned became forfeited to the said S. T. and his said Estate and Interest therein, during the Remainder of the said Term of 500 Years became in Law absolute: **And whereas** the said S. T. by Indenture bearing Date, &c.

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made between the said *S. T.* of the one Part, and the said *C. R.* of the other Part, reciting therein in Effect as is herein before recited, did acknowledge that his Name was used in the said last recited Indenture, by the special Nomination and Appointment of the said *C. R.* and *In Trust* for her; And the Sum of, £*c.* above mentioned to be by the said *S. T.* paid to the said *J. F.* was and is the proper Money of the said *C. R.* And therefore in Pursuance of the Trust in him the said *S. T.* reposed by the said *C. R.* He the said *S. T.* did thereby transfer and assign the Messuage and Premises aforesaid, with the Appurtenances, and all his Right, Title and Interest of, in and to the same, unto the said *C. R.* **To be had and holden** unto the said *C. R.* for and during all the then Residue of the said Term of 500 Years, as in and by the said last recited Indenture may more fully appear. **And whereas** the said *J. F.* is lately dead without Issue, and the Reversion and Equity of Redemption of the said Premises is descended and come unto the said *A. F.* who is his Brother and Heir. **And whereas** upon an Account this Day made up between the said *A. F.* and the said *C. R.* of and concerning the said Debt, and the Interest thereof, there remains justly due and owing to the said *C. R.* for Principal and Interest on the said Mortgage, the full Sum of, £*c.* **And whereas** the said *N. J.* hath lately contracted and agreed with the said *A. F.* for the absolute Purchase of the Fee-Simple and Inheritance of all and singular the said Premises above mentioned, for the Sum of, £*c.* And in pursuance thereof, in and by certain Indentures of Lease and Release, bearing

ing Date, &c. last past, made between the said *A. F.* of the one Part, and the said *N. J.* of the other Part, he the said *A. F.* hath granted and conveyed the said Premises, unto the said *N. J.* and his Heirs, as by the said Indentures of Lease and Release may more fully appear.

Now to the End the said Term of 500 Years may be preserved and kept on foot to attend and wait on the Reversion and Inheritance of the said Premises, to protect and defend the same from all Incumbrances subsequent to the Creation of the said recited Term; **This present Indenture witnesseth**, that the said *C. R.* for and in Consideration of the Sum of, &c. of lawful Money of *Great Britain* to her in Hand paid by the said *N. J.* (by and with the Consent of the said *A. F.* testified by his being a Party to, and Signing and Sealing of these Presents) the Receipt whereof the said *C. R.* doth hereby confess and acknowledge; And in Consideration also of 5 s. of like lawful Money to the said *C. R.* in Hand paid by the said *R. D.* and *L. D.* the Receipt whereof the said *C. R.* doth hereby also acknowledge; She the said *C. R.* by and with the Consent and Agreement of the said *A. F.* testified as aforesaid, hath bargained, sold, assigned and set over, and by these Presents doth bargain, sell, assign and set over unto the said *R. D.* and *L. D.* (by the Nomination and Appointment of the said *N. J.*) All and singular the said Messuage or Tenement, Lands and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances; And also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of her the said *C. R.* of, in and to the said Premises, and of, in and to

every Part and Parcel thereof, with the Appurtenances; **To have and to hold** all and singular the said Messuage or Tenement, Lands and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said R. D. and L. D. their Executors, Administrators and Assigns, for and during all the Rest and Residue of the said Term of 500 Years above mentioned, which is yet to come and unexpired; **In Trust** for the said N. J. his Heirs and Assigns, and such other Person and Persons to whom the Freehold and Inheritance of the said Premises shall appertain and belong, to protect and defend the same from all subsequent Incumbrances. **And** the said C. R. for herself, her Executors and Administrators, doth covenant and grant to and with the said N. J. his Executors, Administrators and Assigns, that she the said C. R. hath not done or committed any Act, Matter or Thing whatsoever, whereby or wherewith the said Premises above mentioned, or any Part thereof, are, is, shall or may be charged or incumbered in Title, Estate or otherwise howsoever. **In Witness, &c.**

An Habendum in an Assignment of a Term, in Trust to attend a Mortgage.

T**O have and to hold** all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises, and every Part and Parcel thereof, with the Appurtenances, unto the said R. D. and L. D. their Executors, Administrators and Assigns, for and during all the Rest and Residue of the said Term of 500 Years,

Years, which is yet to come and unexpired ;
In Trust to and for the said N. J. his Executors, Administrators and Assigns, and to attend and wait on the said Indenture of Mortgage above mentioned, bearing Date, &c. and be subject and liable to be redeemed by the said A. F. his Heirs and Assigns, on full Payment of the said Sum of, &c. and Interest, according to the Purport of the said Indenture, and to and for none other Use, Intent or Purpose whatsoever. **And** the said C. R. for herself, her Executors, &c. doth covenant and grant to and with the said N. J. his Executors, Administrators and Assigns, that neither she the said C. R. nor the said S. T. have or either of them hath done or committed any Act, &c. whereby or wherewith the said Messuages, Lands and Premises above mentioned, or any Part thereof, are, is, shall or may be charged or incumbered, &c.

An Assignment of a Mortgage to attend the Inheritance, made pursuant to a Decree in Chancery, with a Saving to the Assignee of his Remedy upon other Lands, for the Remainder of the Mortgage-Money.

NOW this Indenture witnesseth, That in Obedience, and according to the Decree above mentioned, and in Consideration of the Sum of, &c. of lawful Money of Great Britain to the said W. B. in Hand paid by the said J. M. by the Direction and Appointment of the said D. A. and E. A. testified by their being Parties to and Sealing and Delivery of

these Presents, the Receipt whereof the said *W. B.* doth hereby acknowledge, and thereof and of every Part thereof, doth acquit, release and discharge the said *J. M.* his Executors and Administrators by these Presents, He the said *W. B.* by the Appointment of the said *D. A.* and *E. A.* testified by their Sealing and Delivery hereof, **hath** bargained, sold, assigned and set over, and by these Presents **Doth** at the Nomination of the said *J. M.* bargain, sell, &c. unto the said *T. L.* and *F. N.* All that the said Messuage or Tenement, and also all those Arable Lands, Meadow and Pasture Grounds, and all and singular other the Premises in and by the above recited Indenture of Mortgage demised and granted, or mentioned or intended to be demised and granted by the said *D. A.* and *E. A.* unto the said *W. B.* together with their and every of their Appurtenances, and also the said recited Indenture, and all the Estate, Right, Title and Interest, Term of Years to come, Claim and Demand whatsoever of him the said *W. B.* of, in, to or out of the said Premises hereby assigned, or any Part or Parcel thereof; **To have and to hold** the said Messuage or Tenement, Lands and Premises, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said *T. L.* and *F. N.* their Executors, Administrators and Assigns, for and during all the Remainder yet to come and unexpired of the said Term of 1000 Years above mentioned; **In Trust** nevertheless to attend the Freehold and Inheritance of the said Premises, according to the Uses and Limitations thereof, in and by the aforesaid Indenture Tripartite of Release, limited and declared:
Provided

Provided always, and it is hereby declared, covenanted and agreed, by and between the said Parties to these Presents, That this present Indenture, or any Thing herein contained, shall not extend to prejudice the said *W. B.* in any Demand that he hath, or may claim, of, in, unto or upon any other the Lands and Tenements of the said *D. A.* or *E. A.* for or in respect of so much of the principal Money and Interest due on the said Mortgage, as the said Sum of, &c. shall not extend to satisfy; But that he the said *W. B.* may prosecute any Action or Suit, or do any such other Matters and Things for the obtaining the Remainder of the said Money, out of the said other Lands and Estate, as he might or could have done if these Presents had not been made. **And** the said *W. B.* for himself, his Executors, &c. covenants that he hath not incumbered the Premises. **In Witness, &c.**

Deeds or Indentures declaring the
Uses of **Fines and Recove-**
ries, of Lands and Tenements.

A very Special Deed of Conveyance and Covenant that a Feme Covert under Age, shall when she comes to her full Age levy a Fine of the Premisses, or her Heir if she dies before that Time.

THIS Indenture made, &c. Between **T. F.** of, &c. and **A.** his Wife, who is the sole Daughter and Heir of, &c. deceased, of the one Part, and **R. S.** of, &c. of the other Part, **Witnesseth**, that the said **T. F.** and **A.** his Wife, for and in Consideration of the Sum of, &c. to the said **T. F.** in Hand paid by the said **R. S.** at or before the Sealing and Delivery of these Presents, the Receipt whereof he the said **T. F.** doth hereby acknowledge, and thereof doth acquit, release and discharge the said **R. S.** his Heirs, Executors and Administrators by these Presents, **They** the said **T. F.** and **A.** his Wife, **Have** granted, bargained and sold, and by these Presents **Do** for them and their Heirs clearly and absolutely grant, &c. unto the said **R. S.** his Heirs and Assigns, **All** that Capital Messuage commonly called or known by the Name of, &c. situate, lying and being, &c. and all the Lands and Tenements whatsoever to the said Capital Messuage

Messuage belonging; And also all Ways, Easements, Commons, Profits, Commodities, Emoluments, Advantages, Hereditaments and Appurtenances whatsoever to the said Capital Messuage, Lands and Premises, or any of them, or any Part or Parcel thereof belonging, or in any wise appertaining; And the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and singular the said Premises above mentioned; And also all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of them the said *T. F.* and *A.* his Wife, or either of them, of, in and to the said Messuage, Lands and Premises, or any Part thereof; **To have and to hold** the said Capital Messuage, Lands, Tenements, Hereditaments and all and singular other the Premises hereby granted, or mentioned to be granted, with the Appurtenances, unto the said *R. S.* his Heirs and Assigns, **To** the only Use and Behoof of the said *R. S.* his Heirs and Assigns for ever; And to and for none other Use, Intent or Purpose whatsoever. **And** the said *T. F.* for himself, his Heirs, Executors, Administrators and Assigns doth covenant and grant to and with the said *R. S.* his Heirs and Assigns, by these Presents, That the said *A.* Wife of the said *T. F.* if she shall live to attain her full Age of twenty-one Years, together with him the said *T. F.* or such other Husband as she shall then have, if she shall then be under Coverture, or if not under Coverture then solely, within two Months after the said *A. F.* shall attain her said full Age of twenty-one Years; Or if she shall die before she shall attain her full Age, or before she shall have levied a Fine,
as

as is herein after mentioned, then the Heir or Heirs of the said *A.* within two Months after her Death, if such Heir or Heirs shall be then of full Age, or if within Age, then within two Months after such Heir or Heirs shall be of full Age, **Shall** and will at the Costs and Charges in the Law of the said *R. S.* his Heirs or Assigns, acknowledge and levy one Fine *Sur Conusans de Droit come ceo, &c.* unto the said *R. S.* his Heirs and Assigns, of all and singular the Premisses above hereby granted, or mentioned to be granted, with the Appurtenances; And from Time to Time and at all Times then after, shall make, do and execute, or cause or procure to be made, done and executed, all and every such further, and other lawful and reasonable Act and Acts, Thing and Things, Assurances and Conveyances in the Law whatsoever, for the further, better and more perfect conveying and assuring of the said Capital Messuage, Lands, Tenements, Hereditaments and Premisses hereby granted, or mentioned to be granted, with their and every of their Appurtenances, unto the said *R. S.* his Heirs and Assigns, to the only Use and Behoof of the said *R. S.* his Heirs and Assigns for ever; **Be** it by Deed or Deeds, indented or poll, inrolled or not inrolled, Fine or Fines with Proclamations, common Recovery or Recoveries, with single, double or treble Voucher or Vouchers, Release and Confirmation, or by all and every, or any of the said Ways, or by any other Ways or Means whatsoever, as by the said *R. S.* his Heirs or Assigns, or his or their Counsel learned in the Law shall be reasonably devised, or advised and required. **And** that at the Time of making such Assurance or Assurances,

Assurances, the said Capital Messuage, Lands, Tenements, and all and singular the Premisses hereby granted, or mentioned to be granted, with their and every of their Appurtenances, shall be free and clear, and freely, clearly and absolutely acquitted and discharged, or otherwise well and sufficiently saved and kept harmless and indemnified of and from all former and other Grants, Bargains, Sales, Leases, Charges, Titles, Troubles, Forfeitures and Incumbrances whatsoever, had, made, committed, done or wittingly or willingly suffered by the said *T. F.* and *A.* his Wife, or either of them, or by the Heirs of the said *A. F.* or the said, &c. deceased, late Father of the said *A.* or by any other Person or Persons whatsoever, by or with their or any of their Means, Consent, Privity, Knowledge or Procurement; Except the Dower of, &c. Widow, Mother of the said *A. F.* and one Lease made unto, &c. of a Piece or Parcel of Meadow Ground, Parcel of the said Premisses above mentioned. **And further,** that until the making of such Assurance or Assurances, as aforesaid, the said *R. S.* his Heirs and Assigns, shall or lawfully may, quietly and peaceably have, hold, occupy, possess and enjoy the said Capital Messuage, Lands, and all and singular the Premisses hereby granted, or mentioned to be granted, with their and every of their Appurtenances, without any Let, Suit, Trouble, Molestation or Interruption of or by the said *T. F.* and *A.* his Wife, or either of them, their or either of their Heirs or Assigns, or of or by any other Person or Persons lawfully claiming or to claim by, from or under the said *T. F.* and *A.* his Wife, or either of them, or either of their
Heirs,

Heirs, or by, from or under the said, &c. deceased; **O**ther than the said, &c. and their Assigns, for and in respect only of their several Estates and Interests herein before excepted. **I**n Witness, &c.

An Indenture or Covenant leading the Uses of a Fine, where Lands bought by several Persons separately pass in one Fine.

THIS Indenture Quadripartite, made, &c. **B**etween *A. P.* and *E.* his Wife of the first Part, *B. J.* of, &c. and *M.* his Wife of the second Part, *D. L.* of, &c. of the third Part, and *F. H.* of, &c. of the fourth Part, **W**itnesseth, that for and in Consideration of the Sum of, &c. to the said *A. P.* and *E.* his Wife in Hand paid by the said *D. L.* the Receipt whereof they do hereby acknowledge, and in Consideration also of the Sum of, &c. to the said *B. J.* and *M.* his Wife in Hand paid by the said *F. H.* the Receipt whereof they do also hereby acknowledge, and for divers other good Causes and Considerations, they the said *A. P.* and *B. J.* **H**ave and each of them hath covenanted and granted, and by these Presents **D**o and each of them doth severally covenant and grant to and with the said *D. L.* and *F. H.* their Heirs and Assigns, that they the said *A. P.* and *E.* his Wife, and *B. J.* and *M.* his Wife, shall and will before the End of *Easter* Term next ensuing the Date of these Presents, before his Majesty's Justices of his Court of Common Pleas at *Westminster*, in due Form of Law levy and acknowledge unto the said *D. L.*
and

and *F. H.* and their Heirs, one Fine *sur Commun-
sans de Droit come ceo, &c.* with Proclamations
to be thereupon had according to the Form of
the Statute in that Case made and provided, of
All that Messuage or Tenement, with the Ap-
purtenances, now in the Possession of, *&c.* si-
tuate, lying and being, *&c.* And also of **All**
those Six Acres of Arable Land, lying
and being in, *&c.* heretofore in the Tenure
of the said, *&c.* with all and every their Ap-
purtenances; And also of the Reversion and
Reversions, Remainder and Remainders, Rents
and Services of all and singular the said Pre-
misses above mentioned, and of every Part
and Parcel thereof, with the Appurtenances,
by such Name and Names, Quantity and
Number of Messuages, Acres and Things; and
in such Manner and Form, as by the said *D. L.*
and *F. H.* or either of them, or their or either
of their Counsel learned in the Law shall be
reasonably devised, or advised and required.
Which said Fine so as aforesaid, or in any
other Manner to be had and levied of all and
singular the said Messuage or Tenement,
Lands and Premises, or any Part thereof,
and all and every other Fine and Fines already
had, or at any Time hereafter to be had, le-
vied, sued or prosecuted of the said Premises
or any Part thereof, by it self or jointly with
any other Lands or Tenements, by or between
the said Parties to these Presents, or by or
between them or any or either of them, and
any other Person or Persons whatsoever,
Shall be and enure, and shall be adjudged,
esteemed and taken to be and enure, **As** for
and concerning the said Messuage or Tenement
above mentioned, to be situate, lying and be-
ing

ing in, &c. with the Appurtenances, to and for the only proper Use and Behoof of the said *D. L.* his Heirs and Assigns for ever; And as for and concerning the said six Acres of Arable Land above mentioned to be lying, &c. with the Appurtenances, to the only proper Use and Behoof of the said *F. H.* his Heirs and Assigns for ever, and to and for none other Use, Intent or Purpose whatsoever. **In witness, &c.**

In case a Covenant be to levy a Fine of several Estates or Interests to a Stranger, to the Use of the Parties levying it, which is sometimes done (and so of a Recovery) to save Charges; then it must be made as follows:

WHEREAS the said *A. P.* is seised in his Demesne as of Fee, of and in **All** that Messuage or Tenement, situate, lying and being in, &c. which he lately purchased of one *C. R.* **And** whereas the said *B. J.* is also seised in his Demesne as of Fee, of and in **All** those ten Acres of Arable Land, lying and being, &c. **And** whereas the said *D. L.* is likewise seised in his Demesne as of Fee, of and in **All** that Piece or Parcel of Meadow Ground, containing by Estimation, &c. now in the Possession of, &c. situate and lying, &c. **Now this Indenture witnesseth,** that it is covenanted, granted and agreed, by and between all the said Parties to these Presents, That they the said *A. P.* *B. J.* and *D. L.* shall and will before the End of *Hilary* Term next ensuing the Date of these Presents, in due Form of Law acknowledge and levy one Fine *Sur Conuissance de Droit come ceo*, &c. with

Proclamations, according to the Statute in that Case made and provided, before the Justices of his Majesty's Court of Common Pleas at *Westminster*, to the said *F. H.* and his Heirs, of **All** and singular the Premisses above mentioned, with the Appurtenances, by such Name or Names, &c. **And** that the said Fine so to be levied, shall be and enure, and shall be deemed, construed and taken to be and enure, and the said *F. H.* and his Heirs, shall by Virtue thereof stand and be seised of and in **All** and singular the said Premisses, with their and every of their Appurtenances, to the several Uses herein after mentioned and declared, that is to say, As for and concerning the said Messuage or Tenement situate and lying, &c. with the Appurtenances, **To** the only Use and Behoof of the said *A. P.* and his Heirs; **And** for and concerning the said ten Acres of Arable Land situate, &c. with the Appurtenances, **To** the only Use and Behoof of the said *B. J.* and his Heirs; **And** of and concerning the said Piece or Parcel of Meadow Ground, containing, &c. and now in the Possession of, &c. **To** the only Use and Behoof of the said *D. L.* and his Heirs, &c. and to none other Use, Intent or Purpose whatsoever.

A Covenant to levy a double Fine of a Messuage, &c. with Render back of an Estate for Years.

THIS Indenture made, &c. Between *J. E.* of, &c. and *S.* his Wife, of the one Part, and *W. A.* of, &c. of the other Part, Witnesseth, that for divers good Causes and Considerations, it is covenanted, granted, concluded

cluded and agreed, by and between the said Parties to these Presents, for themselves, their Heirs, Executors and Administrators, that before the End of *Easter* Term next ensuing the Date hereof, at the Costs and Charges of the said *W. A.* his Executors and Administrators, one Fine with Proclamations, in due Form of Law, shall be levied and acknowledged by and between the said Parties to these Presents, in Manner and Form following, of **All** that Messuage or Tenement, situate, lying and being in, &c. by the Name or Names of, &c. in and by which said Fine, the said *W. A.* shall remise, release and quit-claim from him the said *W. A.* and his Heirs, unto the said *T. E.* and *S.* his Wife, and the Heirs of the said *T. E.* all his Right, Title, Estate and Interest of, in and to the said Messuage or Tenement and Premises, with the Appurtenances; **For** which Remise, Release and Quit-Claim, the said *T. E.* and *S.* his Wife, shall by the said Fine grant and render the said Messuage, &c. with the Appurtenances, unto the said *W. A.* his Executors, Administrators and Assigns; **To have and to hold** the same unto the said *W. A.* his Executors, Administrators and Assigns, from the Feast of the Annunciation of the Blessed Virgin *Mary*, now last past, for and during and unto the full End and Term of 21 Years from thence next ensuing, and fully to be compleat and ended: **Yielding** and paying therefore yearly and every Year, during the said Term, unto the said *T. E.* and *S.* his Wife, their Executors, Administrators and Assigns respectively, the yearly Rent or Sum of Ten Pounds of lawful Money of *Great Britain*, at the four most usual Feasts in the Year, that is

to say, &c. or within thirty Days next after any of the said Feasts, &c. (adding a Clause to distrain for the Rent on Non-payment, and the usual Covenants in Leases.) And a *single Fine sur Concessit* for 99 Years, the Covenant for it is thus: That the said *T. E.* for and in Consideration of the Sum of, &c. by the said *W. A.* to him the said *T. E.* and *S.* his Wife in Hand paid, the Receipt whereof they do hereby acknowledge, and thereof acquit and discharge the said *W. A.* **Doth** covenant, grant and agree to and with the said *W. A.* his Executors, &c. by these Presents, that he the said *T. E.* and *S.* his said Wife, shall and will before the End of the next Term acknowledge and levy one *Fine Sur Concessit*, with Proclamations in due Form of Law, before his Majesty's Justices of the Court of Common Pleas at *Westminster*, unto the said *A. W.* of **All** that Messuage, &c. and all the Lands, Tenements and Hereditaments whatsoever, with their Appurtenances, to the said Messuage and Premises belonging or in any wise appertaining; And of the Reversion and Reversions, Remainder and Remainders of the said Premises, and of every Part and Parcel thereof, and all Rents, yearly Services and other Profits whatsoever reserved and payable upon any Demise or Demises, Leases or Grants made and granted of the Premises, or any Part thereof; **By** which said Fine the said *T. E.* and *S.* his Wife by the Name of one Messuage, thirty Acres of Arable Land, twenty Acres of Pasture, ten of Meadow, two Acres of Wood, with Common of Pasture for all Sorts of Cattle, or by such other Name or Names, Number of Messuages and Acres, Quantities of Land
T and

and other Things, as shall be thought fit and requisite, shall grant unto the said *W. A.* his Executors, Administrators and Assigns, **All** and singular the Premisses for and during the Term of 99 Years, from the Day of the Date of these Presents next ensuing, and fully to be compleat and ended, (if the said *S.* shall so long live.) **Which** said Fine, and all and every Fine and Fines levied, or to be levied of the said Premisses, or of any Part thereof, shall be and enure, and is and are hereby declared and agreed, by and between all the said Parties to these Presents, to be and enure, **To** the only Use and Behoof of the said *W. A.* his Executors, Administrators and Assigns, for and during and until the full End and Expiration of the said Term of 99 Years, &c. from the Day of the Date hereof, thence next ensuing and fully to be compleat and ended, if the said *S. E.* shall so long live. **And** the said *T. E.* for himself and his Heirs, doth covenant and grant to and with the said *W. A.* his Executors, Administrators and Assigns by these Presents, That he the said *W. A.* his Executors, &c. shall and may, peaceably and quietly have, hold and enjoy all and singular the Premisses, for and during the said Term of 99 Years, (if the said *S.* shall so long live) without the lawful Let, Suit, Trouble, Interruption or Eviction of him the said *T. E.* or of any other Person or Persons, and free and discharged from all Forfeitures, Seisures and Incumbrances whatsoever. **And further** that he the said *T. E.* and *S.* his Wife, and all other Persons claiming or to claim, from, by or under them, shall and will at all Times hereafter, during the Continuance of the
aforesaid

aforesaid Term, do and suffer such further and other Acts and Things, for the better assuring of all and singular the Premisses to the said *W. A.* his Executors, Administrators and Assigns, during the then Residue of the said Term of 99 Years, determinable as aforesaid, as by the said *W. A.* his Executors, Administrators or Assigns, or by his or their Counsel learned in the Law shall be reasonably advised or required. In Witness, &c.

A Deed for levying a Fine Sur Concessit of Lands, to the Use of the Cognisee for Life.

THIS Indenture made, &c. Between *R. J.* of, &c. of the one Part, and *L. V.* of, &c. of the other Part, Witnesseth, that for divers good Causes and Considerations the said Parties hereunto moving, or for and in Consideration of the Sum of, &c. to the said *R. J.* in Hand paid, &c. it is hereby covenanted, granted, concluded and agreed upon by and between the said Parties to these Presents, and the said *R. J.* doth for him and his Heirs covenant, promise and grant to and with the said *L. V.* his Heirs and Assigns by these Presents, That he the said *R. J.* shall and will before the End of *Hilary* Term next ensuing the Date of these Presents, acknowledge and levy in due Form of Law, according to the Laws and Statutes of this Kingdom, unto the said *L. V.* one or more Fine or Fines *Sur Concessit*, whereby the said *R. J.* shall grant to the said *L. V.* or his Heirs, for and during all the Term of the natural Life of the said *R. J.* All
T 2 that

that Mansion-House, and all those Lands, &c. by the Name and Names of, &c. or by such other Name or Names, Number of Messuages and Acres, Quantities of Land and other Things as shall be thought fit and convenient; **Which** said Fine or Fines to be had, acknowledged and levied as aforesaid, **Shall** be and enure, and shall be construed, deemed, adjudged and taken to be and enure, **To** the only Use and Behoof of the said L. V. his Heirs and Assigns, during all the Term of the natural Life of the said R. J. **In Witness,** &c.

A Deed to lead the Use of a Fine, of the Reversion of a Messuage and Lands.

THIS Indenture made, &c. Between J. L. of, &c. of the one Part, and N. H. of, &c. of the other Part, **Witnesseth**, that the said J. L. for and in Consideration of the Sum of, &c. to him in Hand paid by the said N. H. the Receipt whereof the said J. L. doth hereby acknowledge, and thereof acquit and discharge the said N. H. by these Presents, and for other good Causes and Considerations him thereunto moving, **He** the said J. L. for himself and his Heirs doth covenant, promise, grant and agree to and with the said N. H. his Heirs and Assigns by these Presents, That he the said J. L. shall and will at the proper Costs and Charges in the Law of the said N. H. his Heirs or Assigns, before the End of this present *Easter* Term, acknowledge and levy in due Form of Law, before his Majesty's Justices of the Court of Common Pleas at *Westminster*,

minster, one Fine *Sur Conusans de Droit come ceo, &c.* with Proclamations thereupon, according to the Form of the Statute made and provided, and according to the usual Course of Fines in such Case used and accustomed, unto the said *N. H.* and his Heirs of **All** that Messuage or Tenement, &c. together with all Ways, Water-courses, Commons, Commodities and Appurtenances whatsoever to the said Messuage or Tenement, Land and Premises belonging or any wise appertaining; And of the Reversion and Reversions, Remainder and Remainders of all and singular the said Premises, and of every Part and Parcel thereof with the Appurtenances, by the Name or Names of, &c. **Which** said Fine, and all and every other Fine or Fines, had or to be had, levied, acknowledged or executed, by and between the said Parties to these Presents, or either of them, of the said Messuage or Tenement and Premises, or any Part thereof, **Shall** be and enure, and shall be adjudged, deemed and taken to be and enure, and so is the Intent of the Parties to these Presents, that the same shall be and enure, **To** the only proper Use and Behoof of the said *N. H.* his Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever. **And** the said *J. L.* for himself, his Heirs and Assigns doth covenant and grant to and with the said *N. H.* his Heirs and Assigns, by these Presents, that he the said *J. L.* now hath good Right and full Power to convey the Premises above mentioned in Manner aforesaid, and that the said Premises, or any Part thereof are not charged or incumbered by him the said *J. L.* or by any other Person or Persons whatsoever,

in Title, Charge, Estate or otherwise howsoever, with the Consent or Privy of the said *J. L.* (Except only that, &c. Mother of the said *J. L.* is intituled to the same for and during the Term of her natural Life.) And the said *J. L.* for him and his Heirs, the said Messuage, Lands and Premisses to the said *N. H.* and his Heirs shall and will warrant and for ever defend by these Presents. And the said *J. L.* for himself, his Heirs and Assigns, doth also hereby covenant and grant to and with the said *N. H.* his Heirs and Assigns, that he the said *J. L.* his Heirs and Assigns, and all and every other Person and Persons claiming or to claim the said Messuage, Lands and Premisses, or any Part thereof, from, by or under him, them, or any or either of them, shall and will from Time to Time, and at all Times hereafter, within the Space of ten Years from henceforth, at the Request, Costs and Charges of the said *N. H.* his Heirs and Assigns, make, do, acknowledge, levy and execute all and every such further and other Acts, Matters and Things, for the further and better assuring the said Premisses, with the Appurtenances, unto the said *N. H.* his Heirs and Assigns, as by the said *N. H.* his Heirs or Assigns, or his or their Counsel learned in the Law shall be reasonably devised, advised or required. In Witness, &c.

An Indenture declaring the Uses of a Fine, to a Man and his Wife, and the Heirs of the Survivor, &c. (where there are no Children) with Special Power to grant Leases, or to revoke the Uses, and charge the Lands with Annuities.

THIS Indenture made, &c. Between G. F. of, &c. and D. his Wife of the one Part, and H. T. of, &c. and P. T. of, &c. of the other Part, **Witnesseth**, that the said G. F. and D. his Wife, for the settling and assuring of the Messuages, Lands, Tenements and Hereditaments herein after mentioned, to the several Uses, Intents and Purposes herein after declared, limited and appointed, and for divers other good Causes and Considerations, He the said G. F. hath covenanted and granted, and by these Presents doth for himself, his Heirs and Assigns covenant and grant to and with the said H. T. and P. T. their Heirs and Assigns, and the said D. Wife of the said G. F. doth hereby consent and agree, That they the said G. F. and D. his Wife, shall and will before the End of *Easter* Term next ensuing, acknowledge and levy in due Form of Law, before his Majesty's Justices of the Court of Common Pleas at *Westminster*, unto the said H. T. and P. T. and their Heirs, or to the Heirs of one of them, one Fine *Sur Conusans de Droit come ceo*, &c. with Proclamations to be thereupon had, according to the Form of the Statute in that Case made and provided, of **All** that Capital Messuage called or known, &c. And of **All** that Messuage or Tenement, &c.

situate, lying and being, &c. And also of the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and singular the said Premises above mentioned, and every Part and Parcel thereof with the Appurtenances, by the Name or Names of three Messuages, eighty Acres of Land, forty Acres of Meadow, thirty Acres of Pasture, five Acres of Wood, and 10*l.* Rent, and Common of Pasture, with the Appurtenances in, &c. aforesaid. **And** it is hereby agreed by and between the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared, That the said Fine so as aforesaid, or in any other Manner to be levied of the said Messuages, Lands and Premises, or any Part thereof, and all and every other Fine and Fines already had and levied, or to be had and levied of the same Premises, or any Part or Parcel thereof, either alone by it self or jointly with any other Messuages, Lands or Tenements, by or between the said Parties to these Presents, or by or between them, or any or either of them, and any other Person or Persons, **As** for and concerning the said Messuages, Lands and Premises above mentioned, with the Appurtenances, **Shall** be and enure, and shall be adjudged, esteemed and taken to be and enure, and the said *H. T.* and *P. T.* and their Heirs, and all and every other Person and Persons, and his and their Heirs now standing and being seised, or which at the perfecting of the said Fine shall stand or be seised of the said Messuages, Lands and Premises, or any Part thereof, shall at all Times thence after stand and be seised thereof, and of every Part and Parcel thereof with the

the Appurtenances, **To** and for the several Uses, Intents and Purposes herein after limited, expressed and declared, (that is to say) **To** the Use and Behoof of them the said G. F. and D. his Wife, for and during the Term of their natural Lives, and the Life of the longest Liver of them; And from and after the Decease of the Survivor of them, then to the only proper Use and Behoof of the Right Heirs of the Survivor of them the said G. F. and D. his Wife for ever: **Provided** always, and it is hereby declared and agreed by and between the said Parties to these Presents, That it shall and may be lawful to and for the said G. F. and D. his Wife during their joint Lives, and for the Survivor of them, by any Writing or Writings under their Hands and Seals attested by two or more credible Witnesses, to make any Lease or Leases, Demises or Grants of the said Messuages, Lands and Premises with the Appurtenances, or any Part thereof, to any Person or Persons, either for any Term or Number of Years absolute, not exceeding 1000 Years, without Impeachment of Waste, under the Rent of a Pepper-Corn, or for one, two or three Life or Lives, or for any Term or Number of Years, determinable on one, two or three Life or Lives in Possession or Reversion, and under such Rent or Rents as they shall think fit; And that the said Fine so to be levied as aforesaid, **Shall** be and enure for the corroborating and making good such Lease and Leases, Demises or Grants respectively; any Thing herein contained to the contrary notwithstanding: **Provided** also, and it is hereby further agreed by and between the said Parties to these Presents, and

and hereby so declared, That if the said G. F. and D. his Wife, shall be minded, purposed or determined to revoke and make void all and every, or any the Use and Uses, Estate and Estates, Intents or Purposes above mentioned, or to charge the said Messuages, Lands and Premisses, or any Part thereof, with any Sum or Sums of Money, Annuities, Rent-Charges, or otherwise; And the same their Minds and Purpose shall declare in and by any Writing or Writings, by each of them to be signed and sealed in the Presence of two or more credible Witnesses, to revoke, alter and make void any Use or Uses, Intents and Purposes in and by these Presents limited, or to charge the said Premisses, or any Part thereof, with any Sum or Sums of Money, Annuities, Rent-Charges or otherwise: **That then** and from thenceforth, all and every, or any such of the said Use and Uses, Estate and Estates, Intents and Purposes, so declared to be made void, shall from thenceforth cease, determine and be utterly void, frustrate and of none Effect; And that then and from thenceforth, the said Messuages, Lands and Premisses above mentioned, shall be and remain, and all and every Person and Persons seised, or which at any Time thence after shall be seised of the said Premisses above mentioned, shall thereof and of every Part thereof stand and be seised, **To** the Use and Behoof of such Person and Persons, and to and for such Use and Uses, and to and for the Payment of such Sum and Sums of Money, Annuities, Rent-Charges, and other Things, as they the said G. F. and D. his Wife, by any such Writing or Writings, by each of them to be duly executed as aforesaid, shall
limit,

limit, appoint, declare, or charge the said Premisses with, or any Part thereof. In Witness, &c.

A Deed leading the Uses of a Fine where the Lands are intailed on a Man's First and Second Sons, but charged with Grants and Rents-Charges, &c. for the Benefit of Younger Sons.

THIS Indenture Tripartite, made, &c. Between S. W. of, &c. and A. his Wife of the first Part, R. B. of, &c. and S. L. of, &c. of the second Part, and T. W. of, &c. eldest Son and Heir apparent of the said S. W. of the third Part, Witnesseth, that the said S. W. for and in Consideration of the natural Love and Affection, which he beareth unto the said T. W. and other his Sons, and for the better settling of the Messuage, Lands and Premisses herein after mentioned, to such Uses, Intents and Purposes as are herein after declared, &c. Doth for himself, his Heirs, Executors and Administrators covenant, grant and agree to and with the said T. W. his Heirs, Executors and Administrators by these Presents, That he the said S. W. and A. his Wife, on this Side and before the End of, &c. Term next ensuing the Date hereof, shall and will in due Form of Law acknowledge and levy before his Majesty's Justices of the Court of Common Pleas at *Westminster*, unto the said R. B. and S. L. and their Heirs, or to the Heirs of one of them, one Fine *Sur Conusans de Droit come ceo*, &c. with Proclamations to be thereupon had, according to the Form of the Statute

tute in that Case made and provided, of **All** that Messuage or Tenement situate, &c. and also all those Lands, &c. and of the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and singular the said Premisses, and every Part and Parcel thereof, with the Appurtenances, by the Name of one Messuage, and twenty Acres of Land, &c. or by such other Name or Names, Quantity and Number of Messuages, Acres and Things, as shall be fit and requisite of the said Premisses in, &c. aforesaid. **And** it is hereby covenanted, declared and agreed, by and between the said Parties to these Presents, that the said Fine so to be levied of the said Messuages, Lands and other the Premisses, with the Appurtenances, above mentioned, and of every or any Part or Parcel thereof; And the Estate, Right, Interest and Possession of them the said *R. B.* and *S. L.* and each of them, and of their and each of their Heirs, of, in and to the said Premisses, and every Part thereof, thereby to be had, **Shall be** and enure, and the said *R. B.* and *S. L.* and their Heirs, and the Survivor of them and his Heirs, and all and every other Person and Persons, his and their Heirs, that shall stand or be seised thereof, or of any Part thereof, shall stand and be seised of the same, and of every Part and Parcel thereof, to the several Uses, Intents and Purposes, and under the Proviso's, Conditions and Agreements herein after limited, expressed and declared, and to no other Use, Intent or Purpose whatsoever, that is to say; **To** the Use and Behoof of the said *S. W.* for and during the Term of his natural Life, without Impeachment of Waste; And from and after his Decease,

Decease, **To** the Use and Behoof of the said *A. W.* his Wife, for and during the Term of her natural Life; And from and after the Decease of the said *S. W.* and *A.* his Wife, **To** the Use and Behoof of the said *T. W.* and of the Heirs Male of his Body lawfully begotten, or to be begotten, to be charged nevertheless and chargeable with such yearly Rents or Rent-Charges, and Distresses for the same, as shall be hereafter in these Presents limited and expressed; And for Want of such Issue, **To** the Use and Behoof of *N. W.* second Son of the said *S. W.* and of the Heirs Male of the Body of the said *N. W.* lawfully begotten, or to be begotten, charged nevertheless and chargeable as aforesaid; And for Want of such Issue, **To** the Use and Behoof of the right Heirs of the said *S. W.* for ever: **Provided** always, that it shall and may be lawful to and for the said *S. W.* at any Time or Times hereafter, during his natural Life, by his Deed or Deeds lawfully executed, to assure, convey, limit and appoint to any Wife or Wives, which he the said *S. W.* shall hereafter happen to marry, (in case he survives the said *A. W.*) for the Term of the Life only of such Wife or Wives, and for or in the Name of the Jointure or Jointures of such Wife or Wives, one full Third Part or so much as shall amount to a third Part of all and singular the said Messuages, Lands and Premises above mentioned and limited in Use as aforesaid: **And Provided** also, that it shall and may be lawful for the said *S. W.* during his natural Life, by any Deed or Deeds in Writing, under his Hand and Seal, or otherwise by his Last Will and Testament in Writing, to grant, convey, limit,

mit, appoint or devise to every or any of the younger Sons of the said *S. W.* of his Body lawfully begotten, or to be begotten, for the Term of the natural Life or Lives of such younger Son or Sons, such yearly Rent-Charge or Rent-Charges, with a Clause of Distress for every such Rent, as by the said *S. W.* shall be thought fit and convenient, to be yearly issuing and going out of all and singular the said Premises, or any Part thereof, from and after the Decease of the said *S. W.* and *A. W.* his Wife, **So** that the said Rent or Rents so to be granted, charged, limited or devised do not exceed the Sum of, *£3c. per Annum* in the whole. **And further** that it shall and may be lawful to and for the said *S. W.* at any Time or Times during his natural Life, to make any Lease or Leases unto any of his younger Sons, for the Term of 21 Years or under, in Possession or Reversion of the said Lands and Premises whereof the said Fine before mentioned is covenanted to be levied by the said *S. W.* or any Part or Parcel thereof, (the said Lease or Leases to commence immediately from and after the Decease of the Survivor of them the said *S. W.* and *A.* his Wife) charged or chargeable nevertheless with such Rent and Rents, Sum and Sums of Money or Payments, as herein before or after in these Presents are appointed, declared or limited to be had, received or issuing out of the said Premises, or any Part thereof, in such Manner as herein is mentioned and declared; **So** as the said Lands and Premises so to be demised and leased to any of the said younger Sons, do not exceed in the whole, the yearly Value of, *£3c. per Annum* over and above the Rent or Rents reserved

served upon such Lease or Leases, &c. and so that the same Lease and Leases, or any of them to be made as aforesaid, be not without Impeachment of Waste. **And** it is hereby covenanted, granted, concluded and agreed by and between the said Parties to these Presents, that the said Fine so to be had and levied as aforesaid, shall be and enure, and that the said R. B. and S. L. and their Heirs, and the Survivor of them and his Heirs, shall stand and be seised of all such Lands, &c. which shall by Virtue of these Presents be limited or appointed to be charged with any Rent or Rents, Sum or Sums of Money, or Payments to any Person or Persons, or which shall hereafter be granted, leased or charged, according to the Intent and true Meaning of these Presents, and according to the Power, Liberty and Authority hereby given, permitted and allowed, as well to the Use of such Person or Persons to whom any Parcel of the Premises above mentioned shall be hereafter so limited, appointed, leased, granted or conveyed, of such Estate and Estates, and for such Term and Time as the same shall be pursuant to the said Authority hereby given, limited, appointed, leased and conveyed, and under the Covenants and Agreements in such Lease or Leases, Deed or Deeds to be contained; **As also** to the Use and Intent, that every Person and Persons, to whom any Rent, yearly Sum or Payment shall be hereafter granted, limited, appointed or devised, according to the Power, Liberty and Authority allowed and given in and by these Presents, shall and may have, receive and take the same, and likewise distrain for such Rents, Sum and Sums

Sums of Money as shall be behind and unpaid, according to the Intent and true Meaning of these Presents, and the several Grant or Grants, Limitation or Limitations, Devise or Devises, Appointment or Appointments of or concerning the same, to be had or made pursuant to the Power and Authority hereby given as aforesaid. In Witness, &c.

An Indenture or Covenant to levy a Fine of several Manors by a Father and Son, in the old Way; also to suffer a Recovery to divers Uses, and with Limitations in Tail, charged with the Payment of a certain Sum to a second Son, or on Default the Uses to cease and be void, and giving Power to make Leases for raising Portions.

THIS Indenture Tripartite made, &c. Between R. J. of, &c. and G. J. Son and Heir apparent of the said R. J. and, &c. his Wife deceased, of the first Part, W. E. of, &c. and T. C. of, &c. of the second Part, and J. H. of, &c. and B. M. of, &c. of the third Part. **Whereas** the said R. J. is seised in Fee of the Manor of, &c. and Lands herein after mentioned, and is also seised for Term of his Life as Tenant by the Curtesy of *England* of other Manors, Messuages and Lands herein after specified, the Reversion whereof in Fee-Simple being descended after the Decease of the said R. J. unto the said G. J. **Now this Indenture witnesseth**, that to the Intent the said Manors, Lands, Tene-

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ments and Hereditaments herein after mentioned and expressed, may be firmly settled in and upon the said R. J. during the Term of his natural Life, and after his Decease upon the said G. J. and his Posterity, and to such other Uses, Intents and Purposes as are hereby limited and appointed, It is covenanted, granted, concluded and agreed by and between the said Parties to these Presents, and the said R. J. and G. J. do for themselves, their Heirs and Assigns covenant, grant and agree to and with the said W. E. and T. C. their Heirs and Assigns, and to and with every of them by these Presents, That they the said R. J. and G. J. shall and will on this Side and before the End of *Easter* Term, now next ensuing, in due Form of Law, by one Fine with Proclamations to be levied before his Majesty's Justices of the Court of Commor. Pleas at *Westminster*, between the said W. E. and T. C. Plaintiffs, and the said R. J. and G. J. Deforceants, recognize and acknowledge All those the Manors, &c. And all those Lands, &c. lying and being in, &c. in which the said R. J. and G. J. or either of them now have, or heretofore had any Estate of Inheritance in Possession, Reversion or Remainder, with all and singular the Appurtenances thereof, by some apt and convenient Name or Names in the said Fine to be contained, to be the Right of the said W. E. as those which they the said W. E. and T. C. have of the Gift of the said R. J. and G. J. and the same shall thereby remise, release and quit-claim from them the said R. J. and G. J. and their Heirs, to the said W. E. and T. C. and to the Heirs of the said W. E. for ever; And further shall by the said Fine warrant the

said Manors and Premisses, with the Appurtenances, unto the said *W. E.* and *T. C.* and the Heirs of the said *W. E.* against them the said *R. J.* and *G. J.* and their Heirs for ever : **Which** said Fine so or in any other Manner to be levied and acknowledged, **Shall** be and enure, and shall be deemed, adjudged, esteemed and taken to be and enure, **To** the Use of the said *W. E.* and *T. C.* their Heirs and Assigns, **To the Intent** and Purpose that they the said *W. E.* and *T. C.* may become perfect Tenants of the Freehold of the said Premisses, whereby one or more perfect common Recovery or Recoveries shall or may thereof be had or suffered in Manner and Form following; **For** which End, Intent and Purpose, it is covenanted and agreed by and between the said Parties to these Presents, That it shall and may be lawful to and for the said *J. H.* and *B. M.* to bring, pursue and prosecute against them the said *W. E.* and *T. C.* one or more Writ or Writs of Entry *Sur Disseisin in le post*, of and for the said Manors and Premisses above mentioned, with their and every of their Appurtenances, whereby the said *J. H.* and *B. M.* shall demand the said Manors, Lands and Premisses against them the said *W. E.* and *T. C.* to which said Writ the said *W. E.* and *T. C.* shall appear personally, or by Attorney, and after Defence made shall vouch to Warranty the said *R. J.* and *G. J.* who shall also appear and enter into the Warranty, and vouch over the common Vouchee, who shall likewise appear and enter into the said Warranty, and after make Default, to the End that a perfect common Recovery with double Voucher may be had, prosecuted and suffered according to the

the usual Course of common Recoveries, and be executed in due Form of Law of all and singular the said Manors and Premises above mentioned, with the Appurtenances: **Which** said Recovery so as aforesaid, or in any other Manner and Form to be had and suffered, and all other common Recoveries, Fines, Feoffments, Conveyances and Assurances in the Law whatsoever had or to be had, made, levied, suffered, acknowledged or executed, by or between the said Parties to these Presents, or any of them, or whereunto they or any of them shall be Parties, of the said Manors and Premises, or any Part or Parcel thereof, **Shall** be and enure, and shall be adjudged, esteemed and taken to be and enure, **To** the Uses, Intents and Purposes, and with, upon and under such Proviso's, Conditions, Powers and Limitations as are hereafter in and by these Presents mentioned, declared, limited and appointed, (that is to say) **As for and concerning All** that the said Manor of, &c. above mentioned, with the Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents and Services thereof, **To** the Use and Behoof of the said R. J. for and during the Term of his natural Life, without Impachment of or for any Manner of Waste, and with full Power to commit Waste; And from and after the Decease of the said R. J. **To** the Use and Behoof of the said G. J. for and during the Term of his natural Life; And from and after the Deceases of the said R. J. and G. J. **To** the Use and Behoof of W. J. eldest Son of the said G. J. and of the Heirs Male of his Body lawfully to be begotten; And for Default of such Issue, **To** the Use

and Behoof of *A. J.* second Son of the said *G. J.* and of the Heirs Male of the Body of the said *A. J.* lawfully to be begotten; And for Default of such Issue, **To** the Use and Behoof of the third Son, &c. And for Default of such Issue, **To** the Use and Behoof of all and every other the Sons of the said *G. J.* lawfully to be begotten, successively and in Remainder one after another, and of the Heirs Male of the Body of every such Son and Sons, severally and respectively to be begotten, as they and every of them shall be in Seniority of Age and Priority of Birth; the eldest of the said Sons, and the Heirs Male of his Body being always to be preferred and take before the younger of the said Sons and the Heirs Male of his Body lawfully begotten; And for Default of such Issue, **To** the Use and Behoof of the Heirs of the Body of the said *R. J.* lawfully begotten, and to be begotten; And for Default of such Issue, **To** the Use and Behoof of the right Heirs of the said *R. J.* for ever. **And as for and concerning** the said Manor of, &c. and the Lands, Tenements, Hereditaments and Premises in, &c. above mentioned, with all and every their Appurtenances, **To** the Use and Behoof of the said *J. H.* and *B. M.* their Heirs and Assigns for ever; **Upon Trust** and Confidence nevertheless, and to the Intent and Purpose, that they the said *J. H.* and *B. M.* and the Survivor of them and his Heirs, shall sell and convey the said Manor, Lands and Premises last above mentioned, to any Person or Persons for the best Benefit and Advantage which shall or may be *bona Fide* had or gotten for the same; And that the Money to be raised by such

such Sale, and as any Sale shall be made, shall be forthwith paid and disposed of by the said J. H. and B. M. and the Survivor of them and his Heirs as followeth, that is to say, so much thereof to the said R. J. his Executors or Administrators, as according to the true yearly Value of the said Manor and Lands, shall amount and come to seven Years Purchase; And the Residue of the said Money so raised by every such Sale as aforesaid, shall be disposed of, for and towards the Payment of the Debts of the said G. J. and the Sums of Money mentioned in the Schedules hereunto annexed, and for and towards the Payment of such Legacies, as the said G. J. shall by his Last Will and Testament devise and bequeath, if any Overplus shall remain after the said Debts are fully paid and satisfied; And in Default of such Devise or Bequest, the said Overplus shall go and be paid to the Executors or Administrators of the said G. J. And upon further Trust and Confidence, that the said R. J. his Executors, Administrators or Assigns, shall and may have, receive and take to his own proper Use and Behoof, all the Rents, Issues and Profits of the said Manor and Premises hereby limited and intended to be sold, until such Sale shall be made thereof as aforesaid: **Provided** always, and it is the true Intent and Meaning of these Presents, that if the said W. J. eldest Son of the said G. J. or such other Person or Persons to whom any Estate is hereby limited, or intended to be limited, of and in the Manor of, &c. above mentioned, his, their or some of their Heirs or Assigns, shall not within two Years next after the Decease of the said R. J. and G. J.

or the Survivor of them, well and truly pay, or cause to be paid unto the said *A. J.* second Son of the said *G. J.* (if he the said *A. J.* shall be then living) the Sum of 2000 *l.* of lawful Money of *Great Britain*; that then and immediately after Default of Payment thereof, all and every the Use and Uses herein before declared and limited, of and concerning the said Manor, of, &c. shall cease and be void; And then also and from thenceforth, the said Recovery so as aforesaid to be had and suffered, and the Recoveror and Recoverors therein named, his and their Heirs, shall stand and be seised of the said Manor and Premises, To the Use and Behoof of the said *A. J.* his Heirs and Assigns, until he or they shall or may out of the Rents and Profits thereof have fully levied and received the said Sum of 2000 *l.* together with lawful Interest for the same, at the Rate of five Pounds by the Year for every hundred Pounds, for the Forbearance thereof, from the End of the said two Years next ensuing the Deaths of the said *R. J.* and *G. J.* or the Survivor of them; and all Damages, Costs and Expences which he the said *A. J.* his Heirs, Executors or Administrators, shall sustain or be put unto in or about the recovering and obtaining of the said Money, or in and about any Suit concerning the same; And from and after such Time as the said *A. J.* his Heirs or Assigns, shall, or without Fraud might have received the said 2000 *l.* with all Interest due for the same as aforesaid, together with all Charges, Expences and Damages, touching or any wise concerning the same, out of the Rents and Profits of the said Manor, of, &c. and Premises, That then and from thenceforth the said

said Recovery shall be and enure, as to the said Manor, &c. And the Recoveror and Recoverors therein named, his and their Heirs and Assigns, shall stand and be seised thereof, and of every Part and Parcel thereof, **To** the Use of such Person and Persons, and for such Estate and Estates, to whom the said Manor ought to have come and be remaining, according to the true Intent and Meaning of these Presents, in Case the said last mentioned Proviso concerning the said A. 7. or any Matter or Thing therein contained, had never been. **And further** it is covenanted, granted, concluded, declared and agreed by and between all the said Parties to these Presents, for themselves and their Heirs respectively; And the true Intent and Meaning of these Presents, and of all the Parties thereunto is, That as for and concerning the Manor of, &c. with the Rights, Members and Appurtenances thereof above mentioned, and the Lands, Tenements and Hereditaments thereunto belonging, the said Recovery so as aforesaid, or in any other Manner to be had and suffered, and all other Recoveries, Conveyances, Fines, Feoffments and Assurances in the Law whatsoever already had, made, levied, suffered, acknowledged or executed, or to be had, made, &c. by or between the said Parties to these Presents, or any of them, or whereto they or any of them shall be Parties, of, for or concerning the said Manor of, &c. or any Part or Parcel thereof, **Shall be** and enure, and shall be adjudged, deemed, reputed and taken to be and enure, **To** the several Uses, Intents and Purposes, and upon and under the Provisos, Conditions and Agreements hereinafter mentioned and declared,

(that is to say) **To** the Use and Behoof of the said G. ȝ. and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste; and from and after his Decease, **To** the Use and Behoof of E. his Wife, for and during the Term of her natural Life; and from and after the Decease of the Survivor of them the said G. ȝ. and E. ȝ. his Wife, **To** the Use and Behoof of the Heirs Male of the Body of the said G. ȝ. lawfully begotten or to be begotten, &c. **Provided** always, and the true Intent and Meaning of these Presents is, That it shall and may be lawful to and for the said G. ȝ. at any Time or Times after the Decease of the said E. ȝ. in Case he shall happen to survive her, during his natural Life, by any Deed or Deeds by him duly executed in the Presence of two or more credible Witnesses, to make one or more Lease or Leases, for one, two or three Lives, or one and twenty Years, of the said Manor of, &c. or any Part thereof, under such Rents, Reservations and Covenants, as he shall think fit, to any Person or Persons whatsoever; upon **Trust** for the raising of the several Portions herein after mentioned, for such Daughter or Daughters as the said G. ȝ. shall happen to have, and not otherwise provided for, that is to say, If one Daughter, then for raising of 1500*l.* for that Daughter, and if more Daughters than one, then for the raising of 500*l.* apiece for each and every of the said Daughters, to be paid them at their several and respective Ages of twenty-one Years or Days of Marriage, which shall first happen. **And** that all and every such Lease and Leases, Grant or Grants to be made as aforesaid, shall be good and

and effectual in the Law to all Intents and Purposes; and the said Recovery so as aforesaid, or in any other Manner to be had and suffered, **Shall** be and enure, and the Recoveror or Recoverors therein named or to be named, his and their Heirs, shall stand and be seised of and in so much of the said Manor of, &c. as shall be so leased or granted, **To** the Use of such Person or Persons, his and their Executors, Administrators and Assigns, to whom such Lease or Leases, Grant or Grants shall be made by Virtue of these Presents. **In** Witness, &c.

A Deed declaring the Uses of a Recovery suffered by a Person, in order to the Sale of an Estate upon making Provision for his Son, who joins therein, and settling on him a Rent-Charge, and paying Money to place him out as Clerk to an Attorney, &c.

THIS Indenture made, &c. Between T. V. of, &c. and J. V. only Son and Heir apparent of the said T. V. of the one Part, and S. L. of, &c. and H. G. of, &c. of the other Part. **Whereas** by an Indenture Tripartite bearing Date, &c. made between the said T. V. and J. V. of the first Part, G. T. of, &c. of the second Part, and F. R. of, &c. of the third Part, the said T. V. and J. V. did grant, bargain and sell unto the said G. T. and his Heirs, **All** that capital Messuage or Farm-House, situate, lying and being, &c. and now or late in the Tenure or Occupation of, &c.
his

his Undertenants or Assigns, with all and singular the Lands, Tenements and Hereditaments thereto belonging; and also all that Messuage or Tenement in, &c. with the Appurtenances, now in the Tenure of, &c. and all those the Lands, &c. lying and being, &c. together with all Houses, Outhouses, Edifices, Buildings, Barns, Stables, Gardens, Orchards, Tofts, Crofts, arable Lands, Meadows, Closes, Pastures, Feedings, Commons, Common of Pasture, Turbary, Hedges, Fences, Ways, Easements, Waters, Water-courses, Fishing-Places, Woods, Underwoods, Mines, Quarries, Moors, Wastes, Rights, Privileges, Profits, Commodities, Hereditaments, and Appurtenances whatsoever, to the said several Messuages or Tenements belonging or in any wise appertaining; and also the Reversion and Reversions, Remainder and Remainders, &c. and all the Estate, Right, Title and Interest of them the said T. V. and J. V. of, in and to the said Premises, &c. **To hold** unto the said G. T. and his Heirs, to make him Tenant to the *Præcipe*, and to the Intent a common Recovery might be had and suffered of the said Messuages, Lands and Premises, which Recovery was thereby declared to be **To** the Use of such Person and Persons, for such Estate and Estates, and upon the Trusts, and under and subject to such Provisoos, Powers, Limitations and Agreements, as the said T. V. and J. V. should jointly during their natural Lives, by any Deed or Deeds to be by both of them duly executed in the Presence of two credible Witnesses, declare, limit and appoint concerning the same; **And** a common Recovery of the said Premises was accordingly had and suffered

ferred in *3c.* Term last, upon a Writ of Entry returnable the last Return of the same Term, as by the said Indenture and Recovery remaining on Record at *Westminster*, Relation being thereunto had, may appear: **Now this Indenture witnesseth**, that for making a Provision of Maintinance for the said *J. V.* and for settling and assuring the said Messuages, Lands and Hereditaments comprised in the said Recovery, in Manner herein after mentioned, and for and in Consideration of the Sum of ten Shillings of lawful Money of *Great Britain*, to the said *T. V.* and *J. V.* in Hand at or before the Sealing and Delivery of these Presents well and truly paid by the said *S. L.* and *H. G.* the Receipt whereof is hereby acknowledged, They the said *T. V.* and *J. V.* **Have** and each of them hath declared, limited and appointed, and by these Presents do, and each of them doth (by Virtue and in Execution of the Power to them reserved in and by the said recited Indenture of Bargain and Sale, and of all other Powers which they or either of them have or hath in this Behalf) declare, limit and appoint, That the said common Recovery shall be and enure, and that the same was at the Time of the Suffering thereof meant and intended to be and enure, to and for the Uses, Intents, and Purposes, and subject to the Provisoes and Agreements herein after expressed concerning the same, (that is to say) **As** for and concerning all that the said capital Messuage or Farm, with the Appurtenances, situate, lying and being in, *&c.* and all and singular the Lands, Tenements, and Hereditaments thereunto belonging, now or late in the Tenure or Occupation of the said, *&c.* his
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Undertenants or Assigns, **To** the Use, Intent and Purpose, that the said *J. V.* and his Assigns, shall and may during the joint Lives of of the said *T. V.* and *J. V.* have, receive and take out of the said capital Messuage, Lands and Hereditaments, one Annuity or yearly Rent-Charge of 60*l.* of lawful Money of *Great Britain*, payable and to be paid at or in, *&c.* at the two most usual Feasts or Days of Payment in the Year, (that is to say) the Feast of the Annunciation of the Blessed Virgin *Mary* and *St. Michael* the Archangel, by even and equal Portions, free and clear from all Parliamentary and other Taxes and Deductions whatsoever. **And** to the further Intent and Purpose, that in Case the said Rent-Charge or yearly Sum of 60*l.* or any Part thereof shall happen to be in Arrear or unpaid, by the Space of one and twenty Days next after either of the said Feast-Days whereon the same is herein before reserved and made payable, that then and so often from Time to Time, it shall and may be lawful to and for the said *J. V.* and his Assigns, into and upon the said capital Messuage, Lands, Hereditaments and Premises, charged or chargeable with the said yearly Rent or Sum of 60*l.* as aforesaid, and every of them, or any Part thereof to enter and distrain, and the Distress and Distresses then and there found, to take, lead, drive, carry away and impound, and in Pound to detain and keep, or otherwise dispose of according to Law, until he the said *J. V.* of the said Rent-Charge or yearly Sum, and every Part thereof so in Arrear and unpaid, and of all Costs and Damages occasioned by Reason of the Non-Payment thereof, contrary to the true Intent

tent and Meaning of these Presents, shall be fully satisfied and paid. **And as for and concerning** the said capital Messuage or Farm abovementioned, and all and singular the Lands, Tenements and Hereditaments thereunto belonging, charged or chargeable with the said yearly Rent or Sum of 60*l.* and the Remedies and Means herein before provided for Recovery thereof, **To** the Use and Behoof of the said *S. L.* and *H. G.* their Executors, Administrators and Assigns, for and during and unto the full End and Term of 500 Years, to be computed from the Day next before the Day of the Date of these Presents, and fully to be compleat and ended, without Impeachment of or for any Manner of Waste, upon the Trusts or Confidences, and to and for the Intents and Purposes herein after declared or expressed concerning the same; **And** as for and concerning as well the said capital Messuage or Farm and all and singular the Lands thereunto belonging, charged or chargeable as aforesaid, from and after the End, Expiration or other sooner Determination of the said Term of 500 Years, as also all and singular the Rest and Residue of the said Messuages, Lands and Hereditaments comprised in the said Recovery, **To** the only Use and Behoof of the said *T. V.* his Heirs and Assigns for ever, and to or for no other Use, Intent or Purpose whatsoever. **Provided** always, and it is hereby declared to be the true Intent and Meaning of these Presents, and of the Parties thereunto, that the said Term of 500 Years herein before limited in Use to the said *S. L.* and *H. G.* their Executors and Administrators, is to them limited, **Upon the Trusts**
and

and Confidences, and to and for the Intents and Purposes therein after declared, (that is to say) That if the said yearly Rent or Sum of 60*l.* shall happen to be behind and unpaid, by the Space of three Kalendar Months next over or after either of the said Feast-Days, on which the same is herein appointed to be paid as aforesaid, that then and in such Case the said *S. L.* and *G. H.* or the Survivor of them, his and their Executors or Administrators, do and shall enter into the said capital Messuage or Farm, Lands and Premisses, so to them limited for the said Term of 500 Years, and receive and take the yearly, and other Rents, Issues and Profits thereof, and thereout arising, and therewith from Time to Time pay and satisfy to the said *J. V.* or his Assigns, the said annual Rent or Sum of 60*l.* as the same shall from Time to Time grow due and payable, and also all Costs, Charges, Damages and Expences by him sustained, for or by Reason of the Non-Payment thereof; and after full Payment made of the said annual Rent or Sum of 60*l.* and the Costs, Charges, Damages and Expences in Manner aforesaid, do and shall render and pay the whole Overplus and Remainder of the yearly and other Rents and Profits of the said capital Messuage, Farm and Premisses charged and chargeable with the said yearly Rent or Sum of 60*l.* unto the said *T. V.* his Heirs or Assigns, to his and their own Use and Benefit: **And upon this further Trust** and Confidence, that if the said *J. V.* shall at any Time hereafter put himself as a Clerk to any Attorney at Common Law, to be approved of by the said *T. V.* his Father, and shall continue to serve
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such

such Attorney as his Clerk, to the Satisfaction of such Attorney, and of the said S. L. and H. G. or the Survivor of them, for the Space of three Years then next ensuing; that then and in such Case the said S. L. and H. G. or the Survivor of them, his Executors or Administrators, shall by and out of the Rents, Issues, and Profits of the said capital Messuage, Lands and Premises so to them limited in Use for the said Term of 500 Years, or by Sale, Mortgage or other Disposition thereof, or any Part thereof, for all or any Part of the said Term of 500 Years, levy and raise the Sum of 400*l.* of lawful Money of *Great Britain*, or such other Sum or Sums of Money, as with the Sum which shall have been advanced by the said T. V. towards placing the said J. V. out to such Attorney as aforesaid, shall amount to the said Sum of 400*l.* and pay the same to the said J. V. in three Kalendar Months next after the End of the said Term of three Years, to enable him the said J. V. the better to follow his Business or Studies in the Profession of the Law; And upon this further Trust and Confidence, that if the said J. V. shall happen to die in the Life-time of the said T. V. then the said S. L. and H. G. their Executors or Administrators, shall by all or any the Ways or Means aforesaid, in six Kalendar Months next after the Decease of the said J. V. levy and raise such Sum or Sums of Money not exceeding in the whole the Sum of 1200*l.* as the said J. V. by any Deed or Deeds to be by him sealed and delivered, or last Will and Testament in Writing, to be by him subscribed and published in the Presence of two or more credible Witnesses, shall direct or appoint, and pay the

the same to such Person or Persons, and for such Intents or Purposes as the said *J. V.* by any such Deed or Deeds, or Will so respectively executed, published and attested as aforesaid, shall direct, limit or appoint; **And** upon this further Trust and Confidence, that if the said *J. V.* shall be living at the Time of the Decease of the said *T. V.* then the said *S. L.* and *H. G.* their Executors or Administrators, shall by all or any the Ways or Means aforesaid levy and raise the full Sum of 1200*l.* of lawful Money of *Great Britain*, and pay the same to the said *J. V.* his Executors or Administrators, within the Space of one Year next after the Decease of the said *T. V.* with Interest for the same from the Time of such Decease. **Provided** always, that after the Decease of the said *T. V.* and *J. V.* and full Payment of the said annual Rent or Sum of 60*l.* and all Arrears thereof, and after the said several Sums of 400*l.* and 1200*l.* or such Sum not exceeding 1200*l.* as shall by the said *J. V.* be appointed to be raised as aforesaid, or such of them as shall happen to be become payable, shall be fully raised and paid, and the Trustees Charges in and about the Execution of the Trusts hereby in them reposed, shall be reimbursed and satisfied, the said Term of 500 Years shall cease, determine and be void. **And** the said *T. V.* for himself, his Heirs, Executors, Administrators and Assigns, and every of them, doth covenant, promise and grant to and with the said *J. V.* his Executors and Administrators, and every of them by these Presents, that he the said *T. V.* shall and will from Time to Time, and at all Times hereafter, during the joint Lives of them the said *T. V.*

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and

and *J. V.* well and truly pay or cause to be paid to the said *J. V.* or to such Person or Persons as he the said *J. V.* shall direct or appoint to receive the same, the said Rent-Charge or yearly Sum of 60*l.* as the same shall grow due and payable, without any Deduction as aforesaid, and according to the true Intent and Meaning of these Presents. And further that he the said *T. V.* his Executors or Administrators, shall and will at the Request of the said *S. L.* and *H. G.* or either of them, advance such Sum of Money not exceeding 150*l.* as the said *S. L.* and *H. G.* or either of them shall think reasonable for the placing out the said *J. V.* as Clerk to any such Attorney as aforesaid. **Provided also,** and it is declared to be the true Intent and Meaning of these Presents, and of the Parties hereunto, that if the said *T. V.* shall at any Time hereafter, during the joint Lives of the said *T. V.* and *J. V.* be minded to sell or dispose of the said capital Messuage or Farm, Lands and Premises above mentioned, comprised in the said Term of 500 Years, or any Part thereof, and shall pay or cause to be paid into the Hands of the said *S. L.* and *H. G.* or the Survivor of them, his Executors or Administrators, the Sum of 1200*l.* and also the Sum of 400*l.* or such Part thereof as shall then, by Virtue of the Trust herein before declared, remain to be raised, and not have been raised and paid, that then and in such Case, the said Term of 500 Years herein before limited of and in the said capital Messuage, Farm and Premises shall cease, determine and be void; any thing herein contained to the contrary thereof in any wise notwithstanding. **Provided also,** and it is hereby

hereby declared and agreed, that then the said Sums of 1200*l.* and 400*l.* or so much thereof as shall be paid into the Hands of the said *S. L.* and *H. G.* or the Survivor of them, his Executors or Administrators, shall be by them with the Approbation of the said *T. V.* and *J. V.* testified by Writings under their Hands respectively; from Time to Time placed out at Interest on real Securities or publick Funds; and that the Interest of the said Sum of 1200*l.* shall, during the joint Lives of the said *T. V.* and *J. V.* be paid to and received by the said *J. V.* in lieu of the said annual Rent or Sum of 60*l.* herein before provided, to be for him raised as aforesaid, and the Interest of the said Sum of 400*l.* or any Part thereof, so paid into the Hands of the said Trustees as aforesaid, shall be paid to or received by the said *T. V.* his Executors or Administrators, until the said principal Sum of 400*l.* shall by Virtue of the Trust herein before declared, become payable; **And** the said several Sums of 1200*l.* and 400*l.* or other Sum so paid into the Hands of the said *S. L.* and *H. G.* or either of them as aforesaid, shall by them or the Survivor them, his Executors or Administrators be applied in such Manner, as concerning the said several Sums of 400*l.* or 1200*l.* or such Sum not exceeding 1200*l.* as by the said *J. V.* shall be appointed to be raised, intended by Virtue of the Trust of the said Term of 500 Years as aforesaid, are herein before declared. **Provided** always, and lastly it is hereby declared to be the true Intent and Meaning of these Presents, and of the Parties hereunto, that the said *S. L.* and *H. G.* shall not, nor shall either of them be charged or chargeable with any Sum or Sums
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of Money, other than such as shall actually and respectively come to his or their Hands by Virtue of these Presents, nor either of them, with the Receipts, Payments, Acts or Defaults of the other of them, but each of them for and with his own Receipts, Payments, Acts and wilful Defaults only, and not otherwise; and that they or either of them, shall and may retain and deduct to him and themselves all Costs, Charges, Damages and Expences as they or either of them shall expend or be put unto in the Execution of any of the Trusts hereby in them reposed. * In witness, &c.

* By a *Fine*, almost any Kind of Contract may be made, as by Deed; but a Person that had not any Title to enter when the Fine was levied, is not barred thereby. 9 *Rep.* 106. If Tenant for Life, makes a greater Grant in Lands by Fine than for his own Life, it will be a Forfeiture of his Estate, and he in Remainder may take immediate Advantage thereof. *Dyer* 111. And where Tenant in Tail levies a Fine, tho' it bars his Heirs in Tail, it does not bar those in Remainder or Reversion, like to a *Recovery*, which cuts off all. 2 *Lev.* 209. Yet a common Recovery bars only where there is Privy in Law; for Strangers are not barred by it and non-claim, as in a Fine; nor shall any Recovery bar the Heir, who claims as a Purchaser, and not by Discent; or where there is an Executory Estate, depending upon a Contingency, &c. 3 *Rep.* 5. *Lutw.* 1224. On precedent Indentures declaring the Uses, a Recovery may not be averred to be to other Uses, than those already declared; but on an Indenture subsequent, this may be permitted. 1 *Mod.* 250. Recoveries are held good by a late Statute, after twenty Years, tho' the Deeds are lost; and altho' not regularly entered on Record, upon producing Deeds, making a Tenant for suffering them, and declaring the Uses. *Stat.* 14 *Geo.* 2. c. 20. By suffering a Recovery, Estates and Intails are destroyed, and the primitive Estate is restored, so that one may sell, give or devise the Lands, &c. in Fee, or in what Manner he pleases.

A special Deed of Release and Conveyance of Lands, with a Declaration of the Uses of a Fine already levied, and Covenant to suffer a Recovery of the Premises.

THIS Indenture made, &c. Between *A. B.* of, &c. and *E.* his Wife of the one Part, and *W. C.* of, &c. and *D. C.* of, &c. of the other Part, **Witnesseth**, that the said *A. B.* and *E.* his Wife, for and in Consideration of the Sum of, &c. of lawful Money, &c. to the said *A. B.* in Hand paid by the said *W. C.* and *D. C.* at and before the Sealing and Delivery of these Presents, the Receipt whereof the said *A. B.* doth hereby acknowledge, and thereof, and of every Part thereof doth acquit and discharge the said *W. C.* and *D. C.* their and either of their Executors and Administrators for ever by these Presents, **Have** granted, bargained, sold, aliened, released and confirmed, and by these Presents for them and their Heirs, do clearly and absolutely grant, bargain, sell, alien, release and confirm unto the said *W. C.* and *D. C.* (in their actual Possession now being, &c.) and to their Heirs and Assigns, **All** that Messuage or Tenement, situate, lying and being in, &c. and all those Lands, &c. and all Houses, Edifices, Buildings, Yards, Gardens, Orchards, Ways, Easements, Commons, Profits, Commodities, Emoluments, Advantages, Hereditaments and Appurtenances whatsoever, to the said Messuage or Tenement, Lands and Premises belonging, or in any wise appertaining, or there-
with

with at any Time enjoyed; and also the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the said Messuage, Lands and Premises hereby granted and released, and of every Part thereof, with the Appurtenances; and also all the Estate, Right, Title, Interest, Use, Possession, Property, Claim and Demand whatsoever of them the said *A. B.* and *E.* his Wife, or either of them, of, in and to the said Messuage, Lands and Premises above mentioned, or any Part thereof; And all Deeds, Charters, Writings and Evidences touching or concerning the said Premises, or any Part thereof; **To have and to hold** the said Messuage or Tenement Lands, and all and singular other the Premises hereby granted and released, or mentioned to be granted and released, with the Appurtenances, unto the said *W. C.* and *D. C.* their Heirs and Assigns for ever, **To** the only proper Use and Behoof of the said *W. C.* and *D. C.* and their Heirs and Assigns for ever. **And whereas** the said *A. B.* and *E.* his Wife did in *Easter* Term now last past, levy in due Form of Law, before his Majesty's Justices of the Court of Common Pleas at *Westminster*, one Fine *sur Conusans de Droit come ceo*, &c. with Proclamations according to the Statute in that Case made and provided, unto the said *W. C.* and *D. C.* of **All** and singular the said Messuage or Tenement, Lands and Premises hereby granted and released, or herein or hereby meant, mentioned or intended to be granted and released, and of every Part and Parcel thereof, with the Appurtenances; **The which** said Fine was so levied of the said Premises, by the Name or

Names of one Messuage, ten Acres of Land, five Acres of Meadow, twenty Acres of Pastures, &c. with the Appurtenances in, &c. aforesaid, As in and by the said Fine (Relation being thereunto had) it doth and may more fully appear: **Now this Indenture further witnesseth**, and all the said Parties to these Presents, do hereby declare and agree, that the true Intent and Meaning of the said Parties to these Presents, and to the said Fine, as well at the Time of levying the said Fine, was and ever since has been, and still is, That the said Fine so levied, and all and every Fine and Fines already had, levied or executed by or between the said Parties to these Presents, or which at any Time hereafter shall be had or levied by them or any of them, of the said Premisses hereby granted and released, or mentioned to be granted and released, or any Part thereof, by what Name or Names soever they are or shall be called in the said Fine or Fines, should be and enure, and shall be and enure, and shall be adjudged, esteemed and taken to be and enure, As for and concerning the said Messuage or Tenement, Lands and Hereditaments in the said Fine and Fines contained, To the only Use and Behoof the said *W. C.* and *D. C.* their Heirs and Assigns for ever, and to none other Use or Uses, Intent or Purpose whatsoever. **And** the said *A. B.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant to and with the said *W. C.* and *D. C.* their Heirs and Assigns, by these Presents, in Manner and Form following, (that is to say) That he the said *A. B.* at and immediately before the levying of the said Fine unto the said *W. C.* and *D. C.*

D. C. as aforesaid, was the sole, true and lawful Owner and Proprietor of the said Messuage or Tenement, Lands, Hereditaments and Premises hereby granted and released, or mentioned to be granted and released, and of every Part and Parcel thereof, with the Appurtenances: **And** was then solely, lawfully, rightfully and absolutely seised of the said Messuage and Premises, and of every Part and Parcel thereof, with the Appurtenances, of a good, sure, perfect, absolute and indefeasible Estate of Inheritance in Fee-Simple, without any Manner of Condition, &c. **And** that the said *A. B.* and *E.* his Wife, at and immediately before the levying of the said Fine, had or now have, or one of them hath good Right, full Power and lawful Authority to grant, bargain, sell and convey the said Messuage or Tenement, Lands and Premises hereby granted and released, or mentioned to be granted and released, and every Part and Parcel thereof, with the Appurtenances, unto the said *W. C.* and *D. C.* their Heirs and Assigns, in Manner and Form aforesaid; **And** also, that they the said *W. C.* and *D. C.* their Heirs and Assigns, and every of them, shall or lawfully may from Time to Time, and at all Times for ever hereafter, freely, quietly and peaceably have, hold, occupy, possess and enjoy all and singular the said Messuage or Tenement, Lands and Premises, with the Appurtenances, and receive and take the Rents, Issues and Profits thereof, without any Manner of Let, Suit, Trouble Eviction, Hindrance, Molestation, Interruption or Denial of the said *A. B.* and *E.* his Wife, or of the Heirs or Assigns of the said *A. B.* or any other Persons whatsoever,

except as herein before excepted. And that free and clear, and freely, clearly and absolutely acquitted and discharged of and from all former and other Bargains, Sales, Gifts, Grants, Feoffments, Devises, Uses, Jointures, Dowers, Intails, Estates, Leases, Rights, Titles, Rents and Arrears of Rent, Charges, Troubles and Incumbrances whatsoever, had, made, committed, done or suffered by the said *A. B.* or by any other Person or Persons whatsoever, (the Rent and Services from henceforth to become due and payable to the chief Lord or Lords of the Fee, for and in respect of his or their Seigniorie only excepted.) And further, it is covenanted, granted and agreed by and between the said Parties to these Presents, that before the End of *Trinity* Term now next following after the Date hereof, a good and perfect, common Recovery of all and singular the said Messuage or Tenement, Lands, Hereditaments and Premises shall be had, suffered and executed, according to the usual Course of common Recoveries for Assurance of Lands in such Case used; And to that End and Purpose, a Writ of Entry *Sur Disseisin en le Poſt*, shall be brought and prosecuted against the said *W. C.* and *D. C.* or the Survivor of them, by or in the Name of such Person or Persons as shall be by the said *W. C.* and *D. C.* or either of them nominated and appointed in that Behalf, of all and singular the said Messuage or Tenement, Lands and Premises hereby granted, or herein or hereby meant, mentioned or intended to be granted, with the Appurtenances, by such Name and Names, Quantity and Quality of Acres and Things, and in such Manner and Form, as by the said *W. C.* and

and *D. C.* or their or either of their Counsel learned in the Law shall be devised and advised; **To** and upon which said Writ of Entry so to be brought, the said *W. C.* and *D. C.* shall personally, or by Attorney or Attornies thereunto lawfully authoris'd, appear and vouch to Warranty the said *A. B.* who upon such Voucher of him made, shall likewise appear *gratis* and without Process, and enter into the Warranty, and vouch over to Warranty the common Vouchee, who shall also enter into the said Warranty and imparl, and afterwards make Default, (or after his Entry into the Warranty and Plea pleaded, shall depart in Contempt of the Court) so that one perfect common Recovery shall and may of all and singular the said Premises, be had, prosecuted and executed in and upon the said Writ of Entry, &c. in all Things according to the usual Order and Form of common Recoveries for Assurance of Lands, Tenements and Hereditaments, in such Cases used and accustomed; And the same Recovery shall also in due Form of Law be executed by a Writ of *Habere facias Seisinam* accordingly. **And** it is covenanted, granted, concluded, declared and agreed by and between the said Parties to these Presents, That the said Recovery so to be had, prosecuted and suffered, and all other Recoveries and Assurances whatsoever, to be had, suffered and executed of the said Premises, or any Part thereof, **Shall** be and enure, and shall be construed, adjudged and taken to be and enure, and the Recoverors and their Heirs shall stand and be seised of the said Mesuage or Tenement, Lands, Hereditaments and Premises, and every Part and Parcel thereof,

thereof, with the Appurtenances, **To** the only proper Use and Behoof of the said *W. C.* and *D. C.* their Heirs and Assigns for ever. **And further**, the said *A. B.* for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise and grant to and with the said *W. C.* and *D. C.* their Heirs and Assigns, and every of them by these Presents, That he the said *A. B.* and *E.* his Wife, and the Heirs and Assigns of the said *A. B.* and all and every other Person and Persons whatsoever, having or lawfully claiming, or which shall or may at any Time hereafter, have or lawfully claim any Estate, Right, Title or Interest of, in or to the said Premises thereby granted, or mentioned to be granted, or of, in or to any Part or Parcel thereof, shall and will at all and every Time and Times hereafter, within the Space of seven Years next ensuing the Date hereof, upon the reasonable Request, and at the proper Costs and Charges in the Law of the said *W. C.* and *D. C.* their Heirs or Assigns, make, do, levy, execute and suffer, or cause to be made, done, levied, executed and suffered all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Device and Devices, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever, for the further, better and more perfect granting, conveying and assuring, establishing and confirming of the said Messuage or Tenement, Lands, and all and singular the Premises hereby granted or mentioned to be granted, and of every or any Part or Parcel thereof, with their and every of their Appurtenances, unto the said *W. C.* and *D. C.* their
Heirs

Heirs and Assigns, **T**O the only Use and Be-
hoof of the said *W. C.* and *D. C.* their Heirs
and Assigns for ever, as by the said *W. C.* and
D. C. their Heirs or Assigns, or their or either
of their Counsel learned in the Law shall be
reasonably devised, advised or required; **S**O
as for the making and executing such further
Conveyance and Assurance, the Person or
Persons that shall be required to make and ex-
ecute the same, be not compelled nor compell-
able to travel for the doing thereof above the
Space of twenty Miles from the Place of his,
her or their Habitation or Abode, at the Time
of such Request to be made as aforesaid. **I**n
Witness, &c.

*A Deed of Conveyance of a Messuage or
Tenement and Lands, by Covenant to
levy a Fine, and also to suffer a Reco-
very, in a shorter Manner, to the Use of
two joint Purchasers and their Heirs.*

THIS Indenture Tripartite made, &c.
Between *H. L.* of, &c. and *A.* his Wife,
and *T. W.* of, &c. and *S.* his Wife, of the
first Part, *R. B.* of, &c. and *J. G.* of, &c.
of the second Part, and *N. H.* of, &c. and
F. J. of, &c. of the third Part, **W**itnes-
seth, that for and in Consideration of the
Sum of 1000*l.* of lawful Money of *Great
Britain* to the said *H. L.* and *A.* his Wife and
T. W. and *S.* his Wife in Hand paid by the
said *N. H.* and *F. J.* the Receipt whereof
they do hereby acknowledge; and in Consid-
eration also of 5*s.* of, &c. to the said *H. L.*
and *A.* his Wife and *T. W.* and *S.* his Wife
in

in Hand paid by the said R. B. and J. G. the Receipt whereof they do hereby also acknowledge; And the said H. L. and T. W. for the barring, docking, cutting off and destroying of all Estates-Tail and Remainders over now in Being, in and upon the Messuage, Lands, Tenements and Hereditaments herein after mentioned, and for the conveying and assuring of the same Premisses to the only proper Use and Behoof of the said N. H. and F. J. and their Heirs; they the said H. L. and T. W. have and each of them hath covenanted and granted, and by these Presents do, and each of them doth covenant and grant to and with the said R. B. and J. G. their Heirs and Assigns, That they the said H. L. and A. his Wife, and T. W. and S. his Wife, shall and will before the End of, &c. Term next ensuing the Date hereof, and before his Majesty's Justices of the Court of *Common Pleas* at *Westminster*, in due Form of Law levy and acknowledge unto the said R. B. and J. G. and their Heirs, or to the Heirs of one of them, one Fine *Sur Conusance de Droit come ceo*, &c. with Proclamations to be thereupon had, according to the Form of the Statute in that Case made and provided, of All that capital Messuage or Tenement called, &c. with the Rights, Members and Appurtenances thereof, now in the Possession of, &c. and situate and being in, &c. together with all Houses, &c. And also of the Reversion and Reversions, Remainder and Remainders, Rents and Services of the said Premisses, and of every Part and Parcel thereof, with the Appurtenances, by such Name and Names, Quantity and Number of Messuages, Acres and Things, and in such Manner and Form,

Form, as by the said R. B. and J. G. or their Counsel learned in the Law, shall be reasonably devised or advised and required. **Which** said Fine so to be had and levied in Manner aforesaid, and all and every other Fine and Fines already had, or at any Time hereafter to be had, levied, sued or prosecuted of the said Premises, or any Part thereof, by itself, or jointly with any other Lands or Tenements, by or between the said Parties to these Presents, or by or between them, or any, or either of them, and any other Person or Persons before the End of the said, &c. Term, **As** for and concerning **All** and singular the said capital Messuage and Premises above mentioned, with the Appurtenances, **Shall** be and enure, and shall be adjudged, esteemed and taken to be and enure, to and for the only proper Use and Behoof of the said R. B. and J. G. their Heirs and Assigns, to the Intent and Purpose that they may become perfect Tenants of the Freehold of the said Premises: **Yet nevertheless**, to this further End, Intent and Purpose, that they the said R. B. and J. G. shall and will before the End of the said next, &c. Term, permit and suffer the said N. H. and F. J. to sue and prosecute one or more Writ or Writs of Entry *Sur Disseisin in le Post*, returnable before his Majesty's Justices of the said Court of Common Pleas against them the said R. B. and J. G. of **All** and singular the said Premises above mentioned, and of every Part and Parcel thereof, with the Appurtenances, by such Name and Names, Quantity and Number of Messuages, Acres and Things, and in such Sort, Manner and Form, as by the said N. H. and F. J. shall be thought fit and convenient;

venient; **Auto** and upon which said Writ of Entry so to be brought, the said R. B. and J. G. shall appear and vouch to Warranty the said H. L. and A. his Wife, and T. W. and S. his Wife, who shall likewise appear, either in their several Persons, or by their Attornies lawfully authoris'd, and enter into the said Warranty, and after their Entry into the said Warranty shall vouch over the common Vouchee, who shall also appear and enter into the said Warranty and Imparl, and afterwards make Default, To the End one perfect common Recovery shall and may, of all and singular the said Premisses above mentioned, be had, prosecuted and executed in all Things, according to the usual Form of common Recoveries for Assurance of Lands, Tenements and Hereditaments in such Cases used and accustomed; and the said Recovery shall also in due Form of Law be executed by one Writ of *Habere facias Seisinam* accordingly. **And** it is covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared, That the said Recovery, so or in any other Manner to be had and suffered, and all and every other Recovery and Recoveries to be had, suffered and executed of the said Premisses or any Part thereof, by or between the said Parties to these Presents, or by or between them or any or either of them, and any other Person and Persons before the End of, &c. Term next coming, and the full Force and Execution of them, and every of them, and all other Assurances of the said capital Messuage and Premisses, or any Part thereof, had or to be had

and made between the said Parties, or any of them, **Shall** be and enure, and shall be adjudged, esteemed and taken to be and enure, to and for the only Proper Use and Behoof of the said *N. H.* and *F. J.* their Heirs and Assigns for ever, and to and for none other Use, Intent or Purpose whatsoever. **And** each of them the said *H. L.* and *T. W.* for himself severally and apart, and not jointly, and for his several and respective Heirs and Assigns, doth severally and apart, and not jointly, covenant and grant to and with the said *N. H.* and *F. J.* their Heirs and Assigns, that they the said *H. L.* and *A.* his Wife, and *T. W.* and *S.* his Wife are, or some or one of them now is, lawfully and rightfully seised of a good, sure, perfect, absolute and indefeasible Estate of Inheritance in Fee-Simple or Fee-Tail, of and in the said capital Messuage and Premises above mentioned, with the Appurtenances in their or some or one of their own Rights or Right, without any Manner of Condition, Mortgage, Limitation of the Use or Uses, or other Matter, Cause or Thing, to alter, change, charge, and determine the same. **And also,** that they the said *N. H.* and *F. J.* their Heirs and Assigns, shall and may from Time to Time, and at all Times hereafter, for ever, peaceably and quietly enter into, have, hold, occupy, possess and enjoy all and singular the said capital Messuage, Lands and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption or Denial of them the said *H. L.* and *A.* his Wife, and *T. W.* and *S.* his Wife, their Heirs and Assigns, and of all and every other Person

Person and Persons whatsoever, claiming or to claim by, from or under them, or any or either of them. And further, that they the said *H. L.* and *A.* his Wife, and *T. W.* and *S.* his Wife, and their Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Premisses above mentioned, or any Part thereof, by, from or under them, or any or either of them, shall and will at all Times hereafter, upon the reasonable Request, and at the Costs and Charges of the said *N. H.* and *F. J.* their Heirs and Assigns, make, do and execute, or cause or procure to be made, done and executed all and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better and more perfect granting, conveying and assuring of All and singular the said Premisses above mentioned, with the Appurtenances, unto the said *N. H.* and *F. J.* their Heirs and Assigns, to the only proper Use and Behoof of the said *N. H.* and *F. J.* their Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents; as by the said *N. H.* and *F. J.* their Heirs or Assigns, or their or either of their Counsel learned in the Law shall be reasonably devised or advised and required. In Witness, &c.

A Deed to make a Tenant to the Præcipe and Freehold, and Covenant for suffering a Recovery, to the Use of the Grantor or Covenantor and his Heirs for ever.

THIS Indenture Tripartite made, &c. between T. E. of, &c. of the first Part, S. L. of, &c. of the second Part, and C. R. of, &c. of the third Part, **Witnesseth**, that the said T. E. for the docking, barring and cutting off all Estates-Tail and Remainders in Tail of and in the Messuages, Tenements, Lands and Hereditaments herein after mentioned, and for the settling and assuring of the same, to and for the Uses, Intents and Purposes herein after limited, expressed and declared, and in Consideration of the Sum of 10 s. of, &c. to him in Hand paid by the said S. L. at and before the Sealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, and for divers other good Causes and Considerations him the said T. E. thereunto especially moving, **hath** granted, bargained, sold and confirmed, and by these Presents doth grant, &c. unto the said S. L. his Heirs and Assigns, **All** that Messuage or Tenement, situate and being in, &c. called or known by the Name of, &c. and now or lately in the Tenure or Occupation of, &c. and all and singular the Edifices, Buildings, Rooms, Chambers, Shops, Cellars, Sollars, Lights, Easements, Ways, Waters, Water-courses, Emoluments, Advantages, Hereditaments and Appurtenances whatsoever, to the

Y

said

said Messuage or Tenement hereby granted, or to any Part or Parcel thereof, in any wise belonging or appertaining, or to or with the same, or any Part or Parcel thereof, now or at any Time heretofore used, held, letten, occupied or enjoyed, or accepted, reputed or taken as Part, Parcel or Member thereof, or as belonging thereunto, **AND** also all that Messuage or Tenement commonly called, &c. and the Gardens, Orchards, Backsides, Barns, Stables and Outhouses thereunto belonging, and all those Closes of arable Land, called by the Names of, &c. containing by Estimation, &c. and all Ways, Waters, Paths, Passages, Easements, &c. to the same Premises, and to every or any of them belonging or in any wise appertaining, which said Premises are situate, lying and being in, &c. aforesaid, and now are in the Tenure of, &c. his Undertenants or Assigns; And also all other the Messuages, Lands, Tenements and Hereditaments whatsoever, of him the said *T. E.* situate and being in the said Parishes of, &c. or either of them; And also the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the said Premises above mentioned, and of every Part and Parcel thereof; And all the Estate, Right, Title, Interest, Claim and Demand whatsoever of the said *T. E.* of, in and to all and singular the said Premises, and of, in and to every Part and Parcel thereof, with the Appurtenances; **To have and to hold** the said Messuages, Tenements, Lands and Premises above mentioned to be hereby granted, and every Part and Parcel thereof, with their Appurtenances, unto the said *S. L.* his Heirs and
Assigns

Assigns for ever, **To** the Intent that the said *S. L.* shall and may become perfect Tenant of the Freehold of the said Messuages, Lands and Premisses, and that so one or more good and perfect common Recovery or Recoveries with double Voucher over may be thereof had and suffered, in such Manner as is herein after expressed; **And** for that End and Purpose, it is hereby covenanted and agreed by and between all the said Parties to these Presents, That it shall and may be lawful to and for the said *C. R.* at the Costs and Charges in the Law of the said *T. E.* before the End of this present *Easter* Term, to sue forth and prosecute out of the High Court of Chancery, one or more Writ or Writs of Entry, *Sur Disseisin en le Post*, returnable before his Majesty's Justices of the Court of Common Pleas at *Westminster*, whereby the said *C. R.* shall demand against the said *S. L.* as Tenant, the said several Messuages, Tenements, Lands, Hereditaments and Premisses before mentioned, by such apt and convenient Name and Names, and other Descriptions, as shall be thought convenient to ascertain the same; To which said Writ or Writs the said *S. L.* shall appear *gratis*, and vouch over to warranty the said *T. E.* who shall also appear either in his own Person or by his Attorney thereto lawfully authorised, and enter into the Warranty, and vouch over to warranty the common Vouchee of the said Court, who shall also appear and imparl, and after Imparlance make Default, and depart in Contempt of the Court; so that Judgment thereupon shall or may be had and given for the said *C. R.* to recover the said several Messuages or Tenements, Lands, Here-

324 Deeds declaring Uses, &c.

ditaments and Premisses, against the said *S. L.* and for the said *S. L.* to recover in Value against the said *T. E.* and for the said *T. E.* to recover over in Value against the said common Vouchee; And that all and every other Thing and Things needful and necessary for the suffering and perfecting of a common Recovery with double Voucher as aforesaid, may be done, executed and suffered, according to the usual Course of common Recoveries in such Cases had and accustomed. **And** it is hereby declared and agreed by and between all the said Parties to these Presents, for themselves and every of them, their and every of their Heirs, that the said Recovery so as aforesaid, or in any other Manner, or at any other Time or Times to be had, suffered and executed of the said several Messuages or Tenements, Lands, Hereditaments and Premisses above mentioned, **Shall** be and enure, and shall be adjudged, esteemed and taken, and is meant and intended by all the said Parties to these Presents, to be and enure, and the said *C. R.* and his Heirs from and immediately after the suffering of such Recovery, shall stand and be seised of **All** and singular the said Messuages, Tenements, Lands and Hereditaments intended to be comprised in the said Recovery and every Part and Parcel thereof, with the Appurtenances, **To** and for the only proper Use and Behoof of the said *T. E.* his Heirs and Assigns for ever, and to and for none other Use, Intent or Purpose whatsoever. **In Witness, &c.**

Deeds of Marriage Settlement, of Real and Personal Estates, and Jointures of Lands.

A Special Conveyance and Marriage Settlement of Lands, on a Purchase, to the Use of the Husband and Wife during their Lives, and after their Decease to such Children as they or either of them shall by Deed or Writing declare, limit and appoint.

THIS Indenture Tripartite made, &c. between F. G. of, &c. of the first Part, N. W. of, &c. and M. his Wife of the second Part, and T. C. of, &c. and P. W. of, &c. of the third Part, **Witnesseth**, that the said F. G. for and in Consideration of the Sum of 400*l.* of lawful Money of Great Britain to him in Hand paid by the said N. W. at and before the Sealing and Delivery of these Presents, the Receipt whereof he the said F. G. doth hereby acknowledge, and thereof and of every Part thereof doth fully and absolutely acquit, release and discharge the said N. W. his Executors and Administrators by these Presents, and for divers other good Causes and Considerations him the said F. G. thereunto

Y 3 moving,

moving, hath granted, bargained, sold, aliened, released and confirmed, and by these Presents doth grant, bargain, sell, alien, release and confirm unto the said *T. C.* and *P. W.* and their Heirs, in their actual Possession now being by Virtue of a Bargain and Sale to them thereof made, by Indenture bearing Date the Day before the Date of these Presents for one whole Year, and by Force of the Statute for transferring of Uses into Possession, All that Messuage or Tenement, with the Appurtenances situate, lying and being in, &c. with a little Close of Meadow Ground thereunto adjoining and belonging, now or late in the Tenure or Occupation of, &c. or his Assigns, and also all those several Pieces and Parcels of arable Land and Pasture Ground, lying and being dispersed in the open and common Fields of, &c. aforesaid, containing by Estimation, &c. and now in the Tenure or Occupation of, &c. and also all Houses, Outhouses, Buildings, Barns, Stables, Yards, Orchards, Gardens, Backsides, Hedges, Ditches, Trees, Fences, Wood and Underwood, and the Ground and Soil thereof, Commons, Common of Pasture, Profits, Commodities and Appurtenances to the said Messuage or Tenement belonging or in any wise appertaining, or accepted, reputed, taken or known as Part or Parcel thereof, or of any Part thereof; And the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the said Premises, and of every Part and Parcel thereof, with the Appurtenances; And all the Estate, Right, Title, Interest, Use, Trust, Property, Claim and Demand whatsoever, of him the said *F. G.* of, in,

in, to or out of the said Premisses, or any Part thereof; and all Deeds, Writings and Evidences that concern the same Premisses only, or only any Part thereof, together with true Copies of all other Deeds and Writings that concern the same, with other Lands; the said Copies to be made at the Costs and Charges of the said *N. W.* his Heirs and Assigns; **To have and to hold** the said Messuage or Tenement, Lands and Premisses hereby granted, released and confirmed, or mentioned or intended to be hereby granted, released and confirmed, with their and every of their Appurtenances, unto the said *T. C.* and *P. W.* their Heirs and Assigns for ever, **To** the Uses, Intents and Purposes herein after mentioned and declared, that is to say, To the Use and Behoof of the said *N. W.* and *M.* his Wife for and during their natural Lives, and the Life of the longer Liver of them, and from and after the Death or Decease of the longer Liver of them, **To** the Use and Behoof of such Child or Children of the said *N. W.* on the Body of the said *M.* his Wife lawfully begotten or to be begotten, and for such Estate and Estates as he the said *N. W.* by any Deed or Writing under his Hand and Seal testified by three or more credible Witnesses, or by his last Will and Testament in Writing testified as aforesaid, shall declare, limit and appoint; And if the said *N. W.* shall happen to die, without making any such Limitation or Appointment, then to the Use and Behoof of such Child or Children of the Body of the said *N. W.* on the Body of the said *M.* his Wife lawfully begotten or to be begotten, and for such Estate and Estates as she *M.* by any Deed or Writing testified

by three or more credible Witnesses, or by her last Will and Testament testified as aforesaid, shall declare, limit, direct and appoint; And for Want of such Declaration, Limitation and Appointment, **To** the Use of all the younger Children of the Bodies of the said *N. W.* and *M. W.* which shall be living at the Time of the Decease of the Survivor of them the said *N. W.* and *M.* and to their Heirs and Assigns for ever. **And** the said *F. G.* for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant, promise and grant to and with the said *T. C.* and *P. W.* their Heirs and Assigns, in Manner and Form following, that is to say, That he the said *F. G.* at the Time of the Sealing hereof is and standeth lawfully and rightfully seised in his Demesne, as of Fee in Fee-Simple, of and in all and singular the Premises above mentioned, with the Appurtenances, without any Manner of Condition, Limitation of Use or Uses, or other Matter or Thing, to alter, change, charge or determine the same. **And** that the said *F. G.* now hath in himself good Right, full Power and lawful Authority, to grant, bargain, sell and convey the said Messuage or Tenement, Lands and Premises above mentioned, and every Part thereof, with the Appurtenances, unto the said *T. C.* and *P. W.* their Heirs and Assigns, according to the true Intent and Meaning of these Presents. **And** also, that they the said *T. C.* and *P. W.* and their Heirs and Assigns, shall and may from Time to Time and at all Times hereafter, peaceably and quietly enter into, have, hold, occupy, possess and enjoy all and singular the said Messuage or Tenement, Lands, Hereditaments and Premises

ses above mentioned to be hereby granted and released, and every Part thereof, with the Appurtenances, without the lawful Let, Suit, Trouble, Denial, Disturbance or Interruption of him the said *F. G.* his Heirs and Assigns, or of any other Person or Persons lawfully claiming or to claim by, from or under him; And that freely and clearly acquitted and discharged, or upon reasonable Request saved harmless and kept indemnified of and from all former and other Bargains, Sales, Gifts, Grants, Leases, Jointures, Dowers, Uses, Wills, Intails, Mortgages, Titles, Troubles and Incumbrances whatsoever, had, made, committed, done or suffered, or to be had, made, committed, done or suffered by the said *F. G.* his Heirs and Assigns, or any other Person or Persons whatsoever, claiming or to claim by, from or under him, them or any of them. **And further,** that he the said *F. G.* and his Heirs, and all and every Person and Persons any Thing having or claiming in the said Premises above mentioned, or any Part thereof, by, from or under him or them, shall and will at any Time hereafter, during the Space of seven Years next ensuing the Date of these Presents, at the reasonable Request, Costs and Charges of the said *T. C.* and *P. W.* make, do and execute, or cause or procure to be made, done and executed, all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Devise and Devises, Assurance and Assurances in the Law whatsoever, for the further, better and more perfect conveying and assuring of all and singular the said Premises above mentioned, with the Appurtenances, unto the said *T. C.* and *P. W.*

P. W. and their Heirs, as by the said *T. C.* and *P. W.* their Heirs and Assigns, or their Counsel learned in the Law shall be reasonably advised, devised and required. **And** the said *N. W.* doth hereby declare, that this present Settlement, so made and limited as aforesaid, is in full Execution and Performance of all Promises, Articles and Agreements whatsoever, by him heretofore had and made upon his Marriage with the said *M.* his now Wife, or at any Time since, for any Marriage Provision or Settlement for or on her, or any of the Issue on her Body begotten. **In Witness, &c.**

A Marriage Settlement of the third Part of a large Messuage or Inn, by Release, to the Use of the intended Husband 'till the Marriage is solemnized, then to him for Life, after his Decease to the intended Wife for her Life, and to her Issue in Tail, Remainder to his right Heirs; with a Grant of Goods, &c. to their Use, and all their Children.

THIS Indenture made, &c. Between *J. L.* of, &c. of the one Part, and *J. S.* of, &c. *E. S.* only Daughter of the said *J. S.* and *R. W.* of, &c. of the other Part. **Whereas** a Marriage is intended to be shortly had and solemnized between the said *J. L.* and the said *E. S.* **Now this Indenture witnesseth**, that for and in Consideration of the said intended Marriage, and of the Sum of 300 *l.* of lawful Money of Great Britain to the said *J. L.* in Hand paid by the said *J. S.* at or before the
Sealing

Sealing and Delivery of these Presents, the Receipt whereof the said *J. L.* doth hereby acknowledge, and thereof acquit and discharge the said *J. S.* his Heirs, Executors and Administrators, and for divers other good Causes and Considerations, the said *J. L.* thereunto moving, he the said *J. L.* hath granted, bargained sold, released and confirmed, and by these Presents doth grant, bargain, &c. unto the said *J. S.* and *R. W.* (in their actual Possession now being by Virtue of a Bargain and Sale to them thereof made by the said *J. L.* by Indenture bearing Date the Day next before the Day of the Date of these Presents for the Term of one whole Year, from the Day next before the Date of the same Indenture, and by Force of the Statute for transferring of Uses into Possession) and to their Heirs, **One** full third Part and Share, the whole into three equal Parts to be divided, of and in **All** that large Messuage or Inn, commonly called or known by the Name or Sign of the *Swan*, now in the Tenure or Occupation of, &c. his Undertenants or Assigns, situate, standing and being in, &c. And also **All** that Messuage or Tenement now in the Possession of the said *J. L.* situate, lying and being in, &c. aforesaid, and which he the said *J. L.* lately purchased of, &c. And all Houses, Out-houses, Barns, Stables, Edifices, Buildings, Yards, Backsides, Halls, Parlours, Chambers, Rooms, Cellars, Sollars, Ways, Waters, Watercourses, Lights, Easements, Commodities and Appurtenances whatsoever, to the said third Part of the said Messuage or Inn, and to the said Messuage or Tenement in the Possession of the said *J. L.* above mentioned, or
either

either of them belonging, or in any wise appertaining, or therewith usually let, occupied or enjoyed, as Part or Parcel thereof; And the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Premisses, and of every Part thereof, with the Appurtenances; And also all the Estate, Right, Title, Interest, Use, Trust, Property, Claim and Demand whatsoever, both in Law and Equity, of him the said *J. L.* in and to the said Third Part or Share of the said Messuage or Inn, and of, in and to the said Messuage or Tenement now in the Possession of the same *J. L.* and all other the said Premisses above mentioned, with the Appurtenances; **To have and to hold** the said Third Part and Share of the said Messuage or Inn, called the *Swan Inn* above mentioned, and the said Messuage or Tenement in the Possession of the said *J. L.* and all and singular other the Premisses hereby granted and released, or mentioned to be granted and released, with their Appurtenances, unto the said *J. S.* and *R. W.* their Heirs and Assigns, **To** the several Uses, Intents and Purposes herein after mentioned, limited and appointed concerning the same, (that is to say) **To** the Use of the said *J. L.* and his Heirs until the Solemnization of the said intended Marriage; and from and after the Solemnization of the said Marriage, then to the Use of the said *J. L.* and his Assigns during his natural Life, without Impeachment of Waste; and from and after his Decease, **To** the Use of the said *E. S.* intended Wife of the said *J. L.* during the Term of her natural Life; and from and after the Decease of the Survivor of them the said *J. L.* and *E.* **To** the Use of the Heirs of the
 Body

Body of the said *E. S.* by the said *J. L.* lawfully to be begotten; And for Default of such Issue, **To** the Use of the said *J. L.* his Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever. **And this Indenture further witnesseth**, that for the Considerations aforesaid, the said *J. L.* doth hereby grant, bargain, sell, assign and set over unto the said *J. S.* and *R. W.* One full Third Part and Share of **All** those Household Goods, Implements and Utensils which now are of and belonging to the said Messuage or Inn, and the said other Messuage or Tenement above mentioned, and which *T. L.* deceased, Father of the said *J. L.* by his last Will and Testament in Writing gave the Use of to *M. L.* his Wife and Mother of the said *J. L.* during her Life; **To have and to hold** the said Third Part of the said Goods, Implements and Utensils unto the said *J. S.* and *R. W.* their Executors and Assigns, **In Trust** to permit the said *J. L.* after the Decease of the said *M. L.* his Mother, during his Life to use and enjoy the same, and from and after his Decease, **In Trust** to permit the said *E. S.* during her Life to use and enjoy the same, and after both their Deceases, **In Trust** for the Child or Children of the said *J. L.* and *E. S.* that shall be living at the Death of the Survivor of them, and the Executors and Assigns of such Child and Children, as Tenants in Common and not as Jointenants; And in Case at the Death and Decease of the Survivor of the said *J. L.* and *E. S.* there shall be no Issue between them, Then in Trust for the Executors, Administrators and Assigns of the Survivor of them the said *J. L.* and *E. S.*
Provided

Provided always, and it is hereby agreed by and between the said Parties to these Presents, That it shall and may be lawful to and for the said *J. L.* from Time to Time during his Life, and after his Decease for the said *E.* his intended Wife, and such other Person or Persons as shall be intitled by Virtue of these Presents, as they shall respectively come into Possession of the Premisses, by Indenture under their Hands and Seals respectively to make any Lease or Leases for twenty-one Years, or any less Term in Possession and not in Reversion, of the said Third Part of the said Messuage or Inn called the *Swan* Inn, and of the said Messuage or Tenement now in the said *J. L.*'s Possession, and of all or any the Hereditaments and Premisses hereby granted and released, or mentioned to be hereby granted and released, so as the best Rent that can be had for the same, without any Fine or other Consideration, be reserved thereon and payable to the Person that shall be intitled immediately to the Reversion Expectant on such Lease and Leases, and so as such Lease or Leases be not made without Impeachment of Waste, and be with Clause or Clauses of Re-entry for Non-Payment of the Rent or Rents thereby reserved, and so that such Rent be made payable Half-yearly, and the Lease or Leases contain the Covenants usual in like Cases. **And** the said *J. L.* for himself, his Heirs, Executors and Administrators, doth covenant, grant and agree to and with the said *J. S.* and *R. W.* their Heirs and Assigns, by these Presents, in Manner and Form following, that is to say, That for and notwithstanding any Act, Matter or Thing made, done, committed or suffered by
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the said *J. L.* or any of his Ancestors (except as herein after is excepted) he the said *J. L.* hath in himself good Right, full Power and lawful Authority to grant, release and convey the said Third Part of the said Messuage or Inn, and the said Messuage or Tenement and Premises above mentioned, with the Appurtenances, unto the said *J. S.* and *R. W.* their Heirs and Assigns, according to the true Intent and Meaning of these Presents; And that the said Third Part of the said Messuage or Inn above mentioned, and the said Messuage or Tenement and all and singular the Premises, shall from henceforth for ever hereafter be, remain and continue to and for the several Uses herein before limited and expressed concerning the same; Free and clear, and freely and clearly acquitted and discharged of and from all former and other Gifts, Grants, Bargains, Sales, Leases, Mortgages, Judgments, Statutes, Recognizances, Titles, Charges and Incumbrances whatsoever (except the Estate of the said *M. L.* for her Life in the said Messuages and Premises.) And further, that he the said *J. L.* and his Heirs, and all and every other Person and Persons whatsoever, lawfully claiming any Estate, Right, Title or Interest in or to the said Third Part of the said Messuage or Inn, and the said Messuage, Hereditaments and Premises above mentioned, or any Part or Parcel thereof, by, from or under him, them or any of them, shall and will at all Times hereafter, upon the Request and at the Costs and Charges of the said *J. S.* and *R. W.* or of the Survivor of them, or of the Heirs of such Survivor, make, do, acknowledge, levy, execute and suffer, or cause to be made, done, acknowledge-

acknowledged, levied, executed and suffered all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Conveyances and Assurances in the Law whatsoever, for the further, better and more perfect conveying, settling and assuring of the said Third Part of the said Messuage or Inn above mentioned, and the said Messuage, Tenement and all and singular the Premises hereby granted and released, with their Appurtenances, **To** and for the several Uses, Intents and Purposes above limited, expressed and declared, as by the Counsel learned in the Law of the said *J. S.* and *R. W.* or either of them, their or either of their Heirs or Assigns, shall be reasonably devised, advised and required; **So** as the Person or Persons required to execute the said further Assurance, be not compelled or compellable for the doing thereof to travel further than the Cities of *London* or *Westminster*, or than ten Miles from his or their Place or Places of Habitation. **In Witness, &c.**

A Deed of Marriage Settlement of Lands, &c. To the Use of the Husband and Wife for their Lives, and after their Deaths the Land to be sold, and the Money divided amongst all their Children, with Covenant likewise for the Husband to pay and advance Money for the Wife's separate Use, and Benefit of Children by her former Husband.

THIS Indenture Tripartite made, &c.
Between *H. F.* of, &c. of the first Part,
M. H. of, &c. Widow, of the second Part,
and

and R. B. of, &c. and J. D. of, &c. of the third Part, **Witnesseth**, that for and in Consideration of a Marriage intended shortly to be had and solemnized between the said H. F. and M. H. and of the Sum of 800*l.* of lawful Money, &c. to be paid to the said H. F. by the said M. H. as a Marriage Portion, and for the Settling a competent Jointure or Maintenance for the said M. H. during her Life, in Case the said Marriage takes Effect, and for conveying and assuring of the Messuage or Tenement, Lands and Hereditaments of and belonging to the said H. F. herein after mentioned, **To** such Uses, Intents and Purposes as are herein after expressed and declared, and in Consideration also of the Sum of 5*s.* of, &c. to the said H. F. in Hand paid by the said R. B. and J. D. at and before the Sealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, and for divers other good Causes and Considerations him thereunto moving, He the said H. F. **Doth** granted, bargained, sold, released and confirmed, and by these Presents, **Doth** grant, bargain, sell, release and confirm unto the said R. B. and J. D. (in their actual Possession now being, &c. and to their Heirs, **All** that Messuage or Tenement situate, standing and being in, &c. now or late in the Occupation of, &c. and also all Edifices, Buildings, Barns, Stables, Orchards, Gardens, Yards, Backsides, Ways, Passages, Easements, &c. And the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Premises, and of every Part and Parcel thereof, with the Appurtenances; And also all the Estate, &c. **To have and to hold** the said Messuage or Tenement

and all and singular the Premisses above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said *R. B.* and *J. D.* their Heirs and Assigns, to and for the several Uses, Intents, Trusts and Purposes herein after declared, limited and appointed, (that is to say) **To** the Use and Behoof of the said *H. F.* and his Heirs until the Solemnization of the said intended Marriage, and from and immediately after the Solemnization of the said Marriage, **To** the Use and Behoof of the said *H. F.* for and during the Term of his natural Life, and from and immediately after the Decease of the said *H. F.* **To** the Use and Behoof of the said *M. H.* his intended Wife, for and during the Term of her natural Life; And from and immediately after the Decease of the Survivor of them the said *H. F.* and *M. H.* **Then upon Trust**, and to the Intent and Purpose, that in Case there shall be Issue of the Body of the said *H. F.* lawfully begotten on the Body of the said *M. H.* living at the Time of their Deceases, That then the said *R. B.* and *J. D.* or the Survivor of them, or the Heirs of such Survivor, do and shall with all convenient Speed, sell and dispose of the said Messuage or Tenement and Premisses hereby granted and released to the best Purchaser or Purchasers that can or may be gotten or found for the same, and the Money arising by such Sale do and shall equally pay and divide, or cause to be paid and divided amongst all such Issue or Children as shall be begotten by the said *H. F.* on the Body of the said *M.* Share and Share alike; the same to be paid to them respectively at their respective Ages of twenty-one Years, if Sons, or if Daugh-

ters at their Ages of twenty-one Years, or Days of Marriage, which shall first happen. (Or the Money arising by the said Sale do and shall pay in Manner following, (that is to say) If such Issue shall be only two Sons, then and in that Case two Third Parts of the said Money shall go and be paid to the eldest Son; and if there shall be three Sons and a Daughter or Daughters, then and in such Case one half Part of the said Money shall be paid to such eldest Son; but if there happen to be more than three Sons and also a Daughter or Daughters, that then a Third Part only of the said Money shall go and be paid to such eldest Son; And in every of the said Cases, all the Rest and Remainder of the said Money shall be equally paid and divided to and amongst the Rest of such Children or Issue; or the whole among all of them, if there be no Sons, Share and Share alike.) **And upon this further Trust** nevertheless, that they the said R. B. and J. D. or the Survivor of them, and the Heirs and Assigns of such Survivor, shall and may after Sale of the said Messuage or Tenement and Premises, and out of the Money arising thereby, pay, disburse and expend such yearly and other Sum and Sums of Money for the Maintenance, Education or putting out Apprentice of such Children of the Body of the said H. F. on the Body of the said M. H. lawfully to be begotten, that shall or may be living at the Time of the Decease of them the said H. F. and M. H. as they the said R. B. and J. D. or the Survivor of them, or the Heirs of such Survivor, shall think fit and convenient. **And upon this further Trust and Confidence**, that in Case there

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shall

shall be no Issue or Children of the Body of the said *H. F.* on the Body of the same *M. H.* lawfully begotten, living at the Time of their Decease, or if such Issue shall happen to die before they arrive or come 'to their respective Ages of twenty-one Years, if Sons, or the said Ages of twenty-one Years or Days of Marriage, if Daughters, **Then** in Trust to and for the only proper Use and Behoof of the said *H. F.* his Heirs, Executors and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever. **And** whereas the said *M. H.* hath now living by her former Husband *W. H.* deceased, two Children, being a Son and a Daughter; **Now** for their better Advancement in the World, and for the Considerations aforesaid, The said *H. F.* for himself, his Executors and Administrators doth covenant, promise and agree to and with the said *R. B.* and *J. D.* their Heirs and Assigns by these Presents, That in Case the said Marriage takes Effect, and the said *M. H.* shall at any Time or Times during the said Marriage, by any Writing under her Hand, and notwithstanding her Coverture, direct and appoint the said *H. F.* to raise, pay and advance the Sum of 300 *l.* to and for the said *M. H.*'s own separate Use, but nevertheless to be disposed of by her to her said Children which she now hath, in such Proportions as she shall think fit; That then upon Notice thereof given to the said *H. F.* by the said *M. H.* he the said *F. H.* shall and will pay and advance to the said *R. B.* and *J. D.* or the Survivor of them, or to the Heirs or Assigns of such Survivor, the said Sum of 300 *l.* of lawful Money, &c. To and for the sole and separate Use and Dispo-

sal of the said *M. H.* to be applied as aforesaid, and without any Controul of the said *H. F.* to do therewith as she, altho' married, shall think proper for the Benefit of her said Children which she the said *M. H.* had by her said former Husband; but if the said now two Children of the said *M. H.* shall happen to die in the Life-Time of her the said *M. H.* then the said Sum of 300*l.* shall be at the entire Disposol of the said *M. H.* notwithstanding her Coverture: And it is declared and agreed by and between the said Parties to these Presents, that the Receipt or Acquittance of the said *M.* for the said 300*l.* shall notwithstanding her Coverture be a sufficient Discharge to the said *H. F.* for the same. **Provided** always, and it is hereby further declared and agreed, that it shall and may be lawful to and for the said *H. F.* during his Life, and after his Decease for the said *M. H.* his intended Wife during her Life, in Case the said Marriage shall take Effect, by any Writing or Writings under his or her Hand and Seal respectively, attested by two or more credible Witnesses, to make any Lease or Leases for the Term of twenty-one Years, or for any Number of Years not exceeding that Term, in Possession and not in Reversion, of the said Messuage or Tenement and Premisses above mentioned, to any Person or Persons whatsoever; so as upon such Lease or Leases to be made for Years by the said *H. F.* and *M.* his intended Wife, there be reserved payable yearly during the Continuance thereof, the best and most improved yearly Rent which at the making thereof can or may be gotten for the same; and so that in every such Lease there be contained a Clause of Re-

entry for Non-Payment of the Rent thereby reserved ; and so as there be made and executed Counterparts of the said Leases. And the said *H. F.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant to and with the said *R. B.* and *J. D.* their Heirs and Assigns by these Presents, in Manner and Form following, (that is to say) That the said Messuage or Tenement and all and singular the Premises above mentioned, now is and are, and so shall remain, continue] and be to the Uses herein before limited and expressed, free and clear, and freely and clearly acquitted and discharged of and from all former and other Gifts, Grants, Bargains, Sales, Mortgages, Jointures, Dowers, Uses, Wills, Intails, Titles, Estates, Charges, Troubles and Incumbrances whatsoever had, made, committed, done or suffered by the said *H. F.* or any other Person or Persons whatsoever. And also, that he the said *H. F.* and all and every other Person and Persons any Thing having or claiming in the said Messuage or Tenement and Premises above mentioned, or any Part thereof, by, from or under or in Trust for him, shall and will at all Times hereafter, upon the Request of the said *R. B.* and *J. D.* or of the Survivor of them, or of the Heirs and Assigns of the Survivor of them, and at the Costs and Charges in the Law of the said *H. F.* make, do and execute, or cause or procure to be made, done and executed all and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better and more perfect granting and assuring of all and singular the Premises above mentioned, and every
Part

Part and Parcel thereof, **To** the Uses, Intents and Purposes herein before limited, expressed and declared, and according to the true Intent and Meaning of these Presents, as by the said *R. B.* and *J. D.* or the Survivor of them, or the Heirs and Assigns of such Survivor, or by their or any of their Counsel learned in the Law, shall be reasonably devised or advised and required. **And** lastly, the said *H. F.* for himself, his Executors and Administrators doth hereby covenant, promise and agree to and with the said *R. B.* and *J. D.* their Executors, Administrators and Assigns, that he the said *H. F.* shall not, nor will at any Time or Times hereafter have or claim any Sum or Sums of Money, or any other Consideration whatsoever, for the Maintenance or Education of the said *M. H.*'s two Children, by her former Husband, being a Son and a Daughter as aforesaid, (in Case the said Marriage takes Effect) but such Education and Maintenance shall be at the sole Charge and Expence of the said *H. F.* and the said Children of the said *M. H.* shall not be any Ways chargeable or accountable for the same. **In Witness, &c.**

A very Special Marriage Settlement of a Messuage and Lands, on the Husband and Wife for their Lives, and after their Deaths to all the Children of their Bodies equally, and only to the eldest Son upon his paying to the other Children so much as equal Shares would amount to if the Land was to be sold; and if either of them die without Issue, a certain Sum to be paid to a Brother or Sister.

THIS Indenture Tripartite made, &c. Between B. T. of, &c. of the first Part, A. T. Son of the said B. T. and M. R. of, &c. of the second Part, and J. N. of, &c. and S. D. of, &c. of the third Part. **Whereas** a Marriage is intended (by the Permission of God) shortly to be had and solemnized between the said A. T. and M. R. with whom the said A. T. is to receive on the said Marriage the Sum of 1000*l.* **Now this Indenture witnesseth**, that for and in Consideration of the said intended Marriage, and of the said Sum of 1000*l.* of lawful Money of Great Britain to be had and received by the said A. T. by the Consent of the said B. T. as the Marriage Portion of the said M. R. and for the settling and assuring of the Messuages, Lands, Tenements and Hereditaments herein after mentioned, to and upon the several Uses, Intents and Purposes herein after limited and declared, pursuant to the Agreement made upon the Contract of the said intended Marriage

riage, He the said *B. T.* hath granted, aliened, remised, released and confirmed, and by these Presents Doth grant, alien, remise, release and confirm unto the said *J. N.* and *S. D.* (in their actual Possession now being, &c.) and to their Heirs, All that Messuage or Tenement, with the Garden Plot, or Yard thereunto belonging, situate, standing and being in, &c. and now or late in the Tenure or Occupation of, &c. And also all that Messuage, &c. situate, &c. and also all that Close or Parcel of inclosed Freehold Meadow Ground, containing by Estimation ten Acres (be the same more or less) now in the Tenure or Occupation of, &c. lying and being in, &c. aforesaid, and all Out-houses, Edifices, Buildings, Gardens, Orchards, Backsides, Ways, Waters, Water-courses, Paths, Passages, Easements, Commons, Profits, Commodities, Advantages, Hereditaments and Appurtenances whatsoever to the said Messuages or Tenements, Land and Premises, or any or either of them belonging or in any wise appertaining, or therewith used, occupied or enjoyed as Part, Parcel or Member thereof; And also the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the said Premises above mentioned, and of every Part and Parcel thereof; And all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said *B. T.* of, in and to the same Premises, and of, in and to every Part and Parcel thereof, with the Appurtenances; **To have and to hold** the said Messuages, Lands, Tenements and Hereditaments, and all and singular the Premises above mentioned, and every Part and Parcel thereof, with the
Appur-

Appurtenances, unto the said *J. N.* and *S. D.* their Hers and Assigns, **To** and for the several Uses, Intents, Trusts and Purposes herein after mentioned, limited and declared, (that is to say) **To** the Use and Behoof of the said *B. T.* and his Heirs, until the said Marriage between the said *A. T.* and *M. R.* his intended Wife shall be had and solemnized; and from and immediately after the Solemnization thereof, **As** for and concerning the said Messuages or Tenements and Yard or Garden-Plot, situate, lying and being in, &c. above mentioned, with the Appurtenances, **To** the Use and Behoof of the said *B. T.* and his Assigns, for and during the Term of his natural Life; And from and after the Determination of that Estate by Forfeiture or otherwise, **To** the Use and Behoof of the said *J. N.* and *S. D.* and their Heirs, for and during the natural Life of the said *B. T.* **In Trust** to preserve and support the contingent Uses and Estates herein after limited from being defeated and destroyed, and for that Purpose to make Entries and bring Actions as the Case shall require; Yet nevertheless to permit and suffer the said *B. T.* and his Assigns to receive and take the Rents and Profits thereof to his and their own proper Use and Benefit during his Life; And from and after the Decease of the said *B. T.* **To** the Use and Behoof of the said *A. T.* and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste; And (from and after the Determination of that Estate, **To** the Use and Behoof of the said *J. N.* and *S. D.* and their Heirs, for and during the Life of the said *A. T.* **Upon Trust** to preserve the contingent Uses and Estates herein after limited

limited from being defeated and destroyed, and for that Purpose to make Entries or bring Actions as the Case shall require; but nevertheless to permit and suffer the said *A. T.* and his Assigns, during his Life, to receive and take the Rents, Issues and Profits of the said Premises to his and their own proper Use and Benefit; And as for and concerning the said ten Acres of Meadow Ground above mentioned, with the Appurtenances, To the Use and Behoof of the said *A. T.* and his Assigns for and during the Term of his natural Life; And from and after the Determination of that Estate, by Forfeiture or otherwise, To the Use and Behoof of the said *J. N.* and *S. D.* and their Heirs during the natural Life of the said *A. T.* In Trust to preserve and support the contingent Uses herein after limited from being defeated and destroyed; And for that Purpose to make Entries and bring Actions, as the Case shall require; but nevertheless in Trust to permit and suffer the said *A. T.* and his Assigns to receive and take the Rents and Profits thereof during his Life; And from and after the Decease of the said *A. T.* Then as for and concerning all and singular the said Messuages, Tenements, Lands, Meadow Ground and Premises above mentioned, with their and every of their Appurtenances, To the Use and Behoof the said *M. R.* (intended Wife of the said *A. T.*) and her Assigns, for and during the Term of her natural Life, in full Satisfaction and Bar of her Dower or Thirds, which she may claim to have in any Lands, Tenements or Hereditaments, whereof or wherein he the said *A. T.* shall at any Time during his Life be seised of any Estate of Inhe-

Inheritance; And from and after the Decease of the Survivor of them the said *A. T.* and *M.* his intended Wife, **To** the Use and Behoof of the said *J. N.* and *S. D.* their Excecutors, Administrators and Assigns, for and during the Term of 500 Years, then next ensuing and fully to be compleat and ended, upon the Trusts herein after declared of and concerning the same; And from and after the Expiration or other sooner Determination of the said Term of 500 Years, Then if the said *A. T.* and *M. R.* his intended Wife, shall leave at the Time of the Decease of the Survivor of them more than one Son, or a Son and a Daughter or Daughters of their two Bodies lawfully begotten, **To** the Use and Behoof of all and every such Son or Sons and Daughter or Daughters of the said *A. T.* and the said *M. R.* which shall be living at the Decease of the Survivor of them, equally Share and Share alike, and the respective Heirs of the several and respective Bodies of such Sons and Daughters lawfully issuing, so long and until the Heir at Law, or the eldest of the said Sons, shall have paid and satisfied unto each and every other of the Son or Sons, Daughter or Daughters that shall be living at the Time of the Decease of them the said *A. T.* and *M.* his said intended Wife, so much lawful Money of *Great Britain*, as the Estate, Part or Share of such other Son or Sons, Daughter or Daughters would amount unto, if the said Messuages, Lands and Premisses were then to be sold for the full Value thereof, and the whole Purchase Money was to be divided equally between them; And from and after such Payment made as aforesaid, **To** the Use
and

and Behoof of the first Son solely of the Body of the said *A. T.* on the Body of the said *M.* his intended Wife lawfully begotten, and the Heirs of the Body of such first Son lawfully issuing; And for Default of such Issue, and if there be no more than one Son living at the Decease of the Survivor of them the said *A. T.* and *M.* and a Daughter or Daughters, **To** the Use and Behoof of the only Son of the Body of the said *A. T.* on the Body of the said *M.* lawfully begotten, and the Heirs of the Body of such only Son; And for Default of such Issue, **To** the Use and Behoof of all and every the Daughter or Daughters of the Body of the said *A. T.* on the Body of the said *M.* lawfully begotten, and the Heirs of the Body of such Daughter or Daughters lawfully issuing; And for Default of such Issue, **To** the Use and Behoof of the Heirs and Assigns of the said *A. T.* for ever. **Provided** always, and it is hereby declared and agreed by and between the said Parties to these Presents, that the said Term of 500 Years so limited to the said *J. N.* and *S. D.* their Executors, Administrators and Assigns as aforesaid, is upon the Trusts and under the Conditions following, (that is to say) That in Case the said *A. T.* shall happen to die before the said *M.* his intended Wife, without leaving any Issue of his Body on the Body of his said intended Wife lawfully begotten, then upon Trust that the said *J. N.* and *S. D.* the Trustees and the Survivor of them, and the Executors and Administrators of such Survivor, shall and may by and out of the Rents, Issues and Profits of the Premises hereby limited to them for 500 Years as aforesaid, or by Lease
or

or Leases, Mortgage or Mortgages, Sale or Sales of any Part or Parcel thereof, or by any other Ways or Means whatsoever, raise and pay the Sum of 100 *l.* of lawful Money of *Great Britain* to *G. T.* Brother to the said *B. T.* within the Space of six Months next after the Decease of him the said *A. T.* And in Case the said *M. R.* shall happen to die before the said *A. T.* without Issue of her Body by him the said *A. T.* begotten, living at the Time of her Decease, then upon Trust that the said *J. N.* and *S. D.* and the Survivor of them, and the Executors and Administrators of such Survivor, shall and may by the Ways and Means aforesaid, or by any other Ways and Means whatsoever raise and pay the Sum of 100 *l.* of lawful Money, &c. to *T. R.* Brother of the said *M. R.* within six Months next after the Decease of her the said *M.* And that then and in each of the said Cases which shall first happen, after the said Trust so performed, the said Estate and Term of 500 Years above limited to the said *J. N.* and *S. D.* shall cease, determine and be utterly void; any Thing herein contained to the contrary thereof in any wise notwithstanding. (Here to be added a Covenant that the Messuages and Lands shall remain and continue to the Uses; and for further Assurance of the Premises; And that all Assurances shall be to the Uses above-mentioned, and to and for none other Use, Intent or Purpose whatsoever.) In Witness, &c.

A

A Special Deed of Settlement on Marriage, where Part of the Wife's Portion is to be laid out in the Purchase of Lands, and settled with other Lands on the Husband for Life, then to the Wife for Life for her Jointure, but after their Decease to the Use of such of his Children as he shall direct or appoint; and for Default of such Appointment, the Trustees to raise Sums of Money for the younger Sons and Daughters; also a Grant and Demise of Messuages, as a Security against an Annuity payable to the Husband's Mother.

THIS Indenture Tripartite made, &c. Between N. P. of, &c. of the first Part, M. H. of, &c. and E. H. Daughter of the said M. H. of the second Part, and F. D. of, &c. T. L. of, &c. and C. W. of, &c. of the third Part, Witnesseth, that the said N. P. for and in Consideration of a Marriage intended (by God's Permission) shortly to be had and solemnized between the said N. P. and the said E. H. and of the Sum of 3000 l. of lawful Money, &c. the Marriage Portion of the said E. 1000 l. whereof to be paid to him the said N. P. by the said M. H. on the Day of the said Marriage, and the other 2000 l. to remain in the Hands of the said M. H. to purchase an Estate in Lands, Tenements or Hereditaments to the good Liking of the said N. P. and to be settled and conveyed by his Direction to the same Uses, and upon the like Trusts as are herein

herein declared of the Lands herein after mentioned, and in the mean Time, until such Purchase can be had, the said *M. H.* to pay Interest for the same after the Rate of *5 l. per Cent. per Annum*, (as a Security for which the said *M. H.* hath the Day of the Date hereof given Bond to the said *N. P.*) And for that a competent Jointure may be had, made and provided for the said *E. H.* in Case the said Marriage shall take Effect; And for the settling and assuring of the Messuages, Lands, Tenements and Hereditaments herein after mentioned, **To** and for the several Uses, Intents and Purposes herein after limited and declared, pursuant to the Agreement made upon the Contract of the said intended Marriage; he the said *N. P.* hath granted, bargained, sold, aliened, released and confirmed, and by these Presents doth grant, bargain, &c. unto the said *F. D. T. L.* and *C. W.* (in their actual Possession, &c.) and to their Heirs and Assigns for ever, **All** that Messuage, Tenement or Farm, commonly called or known by the Name of, &c. situate, lying and being, &c. And all Houses, Outhouses, Edifices, Buildings, Barns, Stables, Pigeon-houses, Backsides, Gardens, Orchards, Lands, Meadows, Pastures, Woods, Underwoods, Coppices, Feedings, Commons, Common of Pasture, Waters, Watercourses, Ways, Paths, Easements, Privileges, Commodities, Advantages, Hereditaments and Appurtenances whatsoever to the said Messuage, Tenement or Farm belonging or appertaining, or therewith used, occupied or enjoyed, or reputed to be Part, Parcel or Member thereof; And also all those Meadow and Pasture Grounds of him the said *N. P.* containing

taining by Estimation, &c. be the same more or less, lying and being in, &c. and the Fishing Wear thereon erected and built, together with the Royalty of Fishing in the River there, and all Ways, Paths, Passages, Easements, Advantages, Privileges and Appurtenances to the said Meadow and Pasture Grounds belonging or in any wise appertaining, all which Premisses aforesaid are now in the Tenure or Occupation of the said *N. P.* and one *J. R.* And also the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and singular the said Premisses above mentioned, and of every Part and Parcel thereof; and also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said *N. P.* of, in and to the same Premisses, and of, in and to every Part and Parcel thereof, with the Appurtenances; **To have and to hold** all and singular the said Messuage, Farm, Lands, Tenements and Hereditaments above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said *F. D. T. L.* and *C. W.* their Heirs and Assigns, **To** and for the several Uses, Intents, Trusts and Purposes herein after mentioned, limited, expressed and declared, that is to say, **To** the Use and Behoof of the said *N. P.* and his Heirs, until the Marriage between him and the said *E. H.* his intended Wife shall be had and solemnized; and from and after the Solemnization thereof, **To** the Use and Behoof of the said *N. P.* and his Assigns for and during the Term of his natural Life, without Impeachment of Waste; And from and after the Determination of that Estate, **To** the Use and Behoof of the said *F. D. T. L.* and *C. W.* and their Heirs for and

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during the natural Life of the said *N. P.* **In Trust** to preserve and support the contingent Remainders herein after limited from being defeated and destroyed, and for that Purpose to make Entries and bring Actions as the Case shall require; yet nevertheless in Trust to permit and suffer the said *N. P.* and his Assigns, to receive and take the Rents, Issues and Profits thereof to his and their own proper Use and Benefit during his natural Life; And from and after the Decease of him the said *N. P.* **To** the Use and Behoof of the said *E. H.* (intended Wife of the said *N. P.*) and her Assigns for and during the Term of her natural Life, which with the Lands intended to be purchased with the said 2000 *l.* of the Portion of the said *E. H.* remaining in the Hands of the said *M. H.* and to be settled as aforesaid, is intended for her Jointure, and in full Satisfaction and Bar of her Dower or Thirds which she may claim to have in any Manors, Lands, Tenements or Hereditaments, whereof or wherein he the said *N. P.* shall at any Time during his Life be seised of any Estate of Inheritance; And from and after the Decease of the Survivor of them the said *N. P.* and *E.* his Wife, **To** the Use and Behoof of such Child or Children begotten by the said *N. P.* on the Body of the said *E.* his intended Wife, and their Heirs respectively, in such Manner and by such Proportions as he the said *N. P.* by any Deed in Writing under his Hand and Seal testified by two or more credible Witnesses, or by his last Will and Testament duly executed, shall direct, limit and appoint the same; And for Default of such Issue and Appointment, **To** the Use and Behoof of the Heirs and Assigns

signs of the said *N. P.* for ever: **Provided al-**
ways, and it is hereby declared and agreed by
 and between the said Parties to these Presents,
 and the Intent and Meaning hereof is, that in
 Case the said *N. P.* shall not make any Dispo-
 sition or Appointment of the Messuage, Te-
 nement or Farm, Lands, Hereditaments and
 Premises above mentioned, after the Decease
 of him the said *N. P.* and the said *E. H.* his
 intended Wife, to, for and amongst the Chil-
 dren by him begotten on his said intended
 Wife, but that the same Premises shall be left
 to go as the Law directs in common Cases of
 Discent of Lands; that then it shall and may
 be lawful to and for the said *F. D. T. L.* and
C. W. and the Survivors and Survivor of them,
 by any Deed or Deeds, Writing or Writings,
 to be duly executed in the Presence of two or
 more credible Witnesses, to charge the said
 Messuage, Farm, Lands and Premises above
 mentioned, and also the Lands intended to be
 purchased and settled as aforesaid, with the
 Money in the Hands of the said *M. H.* or any
 Part thereof, by Demise or Mortgage for one
 hundred Years, or otherwise, of the said Pre-
 mises, or any Part or Parcel thereof, defea-
 sible upon Payment of such Sum or Sums of
 Money as they the said *F. D. T. L.* and *C. W.*
 and the Survivors or Survivor of them shall
 think fit, for the Portion or Portions of the
 younger Son or Sons, Daughter or Daughters
 by the said *N. P.* begotten on the said *E.* his
 intended Wife (in Case there shall be any) not
 exceeding the Sum of 500*l.* for any one such
 Son or Daughter, payable to them at their re-
 spective Ages of twenty-one Years or Days of
 Marriage, which of them shall first happen.

And provided also, that in such Case it shall and may be lawful for the said *F. D. T. L.* and *C. W.* and the Survivors and Survivor of them, by such Writing or Writings as aforesaid, to charge the said Messuage, Farm, and all and singular the Premisses above mentioned, or any Part thereof, with an yearly Sum or Sums of Money, payable and to be paid after the Decease of the said *N. P.* or after the Decease of the said *E.* his intended Wife, for the Maintenance and Education of all and every the Children of the said *N. P.* begotten on the said *E.* his intended Wife, until they shall arrive at the Age of twenty-one Years or be married as aforesaid, so as no one such Child shall have or be allowed for such Maintenance above the Sum of 20 *l. per Annum*; any Thing herein contained to the contrary thereof in any wise notwithstanding. **And** the said *N. P.* for himself, his Heirs and Assigns, doth covenant and grant to and with the said *M. H.* and the said *F. D. T. L.* and *C. W.* their Heirs and Assigns, that the said Messuage, Farm, Lands and Premisses above mentioned, shall and may from henceforth for ever hereafter be, remain and continue to, for and upon the several Uses, Intents, Trusts and Purposes, and under and subject to the several Limitations and Agreements before mentioned and expressed concerning the same, according to the true Intent and Meaning of these Presents (except as is herein after excepted). **And** that free and clear, and freely and clearly acquitted and discharged of and from all former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Jointures, Dowers, Uses, Wills, Intails, Fines, Post-Fines, Issues, Amerciaments, Seisures, Bonds,

Bonds, Annuities, Writings obligatory, Statutes Merchant, and of the Staple, Recognisances, Extents, Judgments, Executions, Rents and Arrearages of Rents, and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances whatsoever had, made, committed, done or suffered by the said N. P. his Heirs or Assigns, or by, &c. deceased, or by any other Person or Persons whatsoever, claiming or to claim by, from or under them, or either or any of them, (except a certain Grant of an Annuity of 80 *l. per Annum* issuing out of the said Farm and Premises, made and granted by the said, &c. by Indenture bearing Date, &c. to A. P. Widow, and payable to her during her Life.) And also that he the said N. P. and his Heirs, and all and every other Person and Persons, and his and their Heirs any Thing having or claiming in the said Messuage, Farm, Lands and Premises above mentioned, or any Part or Parcel thereof, by, from or under him, or by, from or under the said, &c. deceased, (except as before is excepted) shall and will at all Times hereafter upon the reasonable Request of the said M. H. F. D. T. L. and C. W. their Heirs and Assigns, make, do and execute, or cause or procure to be made, done and executed, all and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever for the further, better and more perfect granting and assuring of all and singular the said Messuage, Tenement or Farm, Lands and Premises above mentioned, with the Appurtenances, to and for the several Uses, Intents and Purposes above declared, limited and appointed, and according to the true In-

tent and Meaning of these Presents, as by the said *M. H. F. D. T. L.* and *G. W.* and their Heirs, or their or any of their Counsel learned in the Law shall be reasonably devised or advised and required. **And further** it is covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, and it is hereby so declared, That all and every Fine and Fines, and also all and every Recovery and Recoveries, Assurance and Assurances in the Law whatsoever already had, made, levied, suffered, executed or acknowledged, or at any Time hereafter to be had, made, levied, &c. of the said Messuage, Tenement or Farm, Lands and Premises above mentioned, or any Part thereof, either alone or jointly with any other Lands, Tenements or Hereditaments, by or between the said Parties to these Presents, or by or between them or any of them, and any other Person or Persons; **As for and concerning** all and singular the said Messuage, Farm, Lands and Premises above mentioned, and every Part thereof, with the Appurtenances, **Shall be** and enure, and shall be adjudged, esteemed and taken to be and enure to and for the several Uses, Intents, Trusts and Purposes above mentioned, limited, expressed and declared, according to the true Intent and Meaning of these Presents, and to and for none other Use, Intent, Trust or Purpose whatsoever. **And whereas** the said *N. P.* is seised in Fee-Simple of and in the several Tofts, Pieces or Parcels of Ground and Premises following, *viz.* All that Toft, Soil and Ground, situate, lying and being in, &c. whereon before the late Fire there stood two Messuages or Tenements, then in the Tenure of,

of, &c. or his Assigns ; and also all that new-erected Messuage or Tenement and other Buildings thereupon, now or lately in the Tenure of, &c. And also all those two Tofts or Pieces of Grounds, whereon before the said Fire stood one Messuage, formerly in the Tenure of, &c. and another Messuage or Tenement in the Tenure or Occupation of, &c. situate and being in, &c. aforesaid ; and also all those two Houses, and one Tenement lying backward, which were since the said Fire new built by, &c. upon Part of the Premises, containing the several Dimensions and Boundaries particularly mentioned in the Deed of Conveyance thereof from, &c. And all which said Premises is let out upon Leases, as by the said Conveyance may appear. **Now this Indenture witnesseth,** that the said *N. P.* as a Security to indemnify and discharge the said *E. H.* his intended Wife, and the Messuage, Tenement or Farm above mentioned as far as may be, of and from the Payment of the Annuity of 80 *l.* *per Annum* aforesaid, granted out of the said Farm by the said, &c. deceased, to the said *A. P.* so that the said *E. H.* after the Death of the said *N. P.* may have, hold and enjoy the said Farm and Premises settled on her in Jointure, free from all Incumbrances whatsoever, And for and in Consideration of the Marriage Portion of the said *E. H.* to be paid and laid out as aforesaid, and for other good Causes and Considerations him thereunto moving, he the said *N. P.* hath demised, granted bargained and sold, and by these Presents doth demise, grant, bargain and sell unto the said *F. D. T. L.* and *C. W.* All and singular the said Tofts, Soil and Ground, and the Messuages

or Tenements thereupon erected or built above-mentioned, and every Part and Parcel thereof with the Appurtenances, and also all Cellars, Sollars, Shops, Chambers, Rooms, Buildings, Ways, Passages, Lights, Easements, Water-courses, Profits, Commodities, Emoluments and Appurtenances whatsoever to the said Tofts, Soil and Ground and the said Messuages or Tenements belonging or in any wise appertaining; And also the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and singular the said Premisses and every Part and Parcel thereof, with the Appurtenances; **To have and to hold** the said Tofts, Soil and Ground, and the said Messuages or Tenements thereupon built, and other the Premisses with the Appurtenances, unto the said *F. D. T. L.* and *C. W.* their Executors and Administrators for and during the Term of ninety nine Years next ensuing and fully to be compleat and ended; **Yielding** and paying therefore yearly during the said Term one Pepper-Corn in and upon the Feast of *St. Michael* the Archangel: **Upon the Trusts** and to the Intents and Purposes following, (that is to say) That they the said *F. D. T. L.* and *C. W.* and the Survivors and Survivor of them, their Executors and Administrators, shall and will permit and suffer the said *N. P.* and his Assigns to hold and enjoy the said Tofts, Soil, Ground and Premisses, and receive and take the Rents, Issues and Profits thereof to his and their own Use and Benefit for and during the Term of his Life; And from and after the Decease of the said *N. P.* in Case the said *E. H.* his intended Wife shall survive him the said *N.* and the said *A. P.* the Annuitant shall be

be also living, **Then upon Trust**, that the said *F. D. T. L.* and *C. W.* and the Survivors and Survivor of them, their Executors and Administrators, **Do** and shall have, receive and take the Rents, Issues and Profits of the said Tofts, Soil, Ground and Premises from Time to Time, and thereout do pay yearly to the said *A. P.* as far as the same will go, the said Annuity of 80*l. per Annum* above mentioned, and acquit the said *E. H.* of and from the Payment of the same out of the Farm aforesaid; and what the present yearly Rents and Profits of the said Tofts, Soil, Ground and Premises shall fall short of satisfying the said Annuity yearly, the same to be made good out of the Rents and Profits of the Premises the succeeding Years; And the said *F. D. T. L.* and *C. W.* their Executors and Administrators, shall stand and be possessed of the Remainder of the said Term of ninety-nine Years until the said Annuity and the Arrears thereof shall be fully paid to the said *A. P.* out of the Rents, Issues and Profits of the Tofts, Soil, Ground and Premises above mentioned, and no longer, and for no further Trust whatsoever; And afterwards the said Term shall be surrendered to the Heirs and Assigns of the said *N. P.* **And** the said *F. D. T. L.* and *C. W.* for themselves, their Executors and Administrators do covenant and grant to and with the said *N. P.* his Heirs and Assigns, that they the said *F. D. T. L.* and *C. W.* their Executors and Administrators shall and will from Time to Time and at all Times, as they shall receive and take the Rents, Issues, and Profits of the said Tofts, Soil, Ground and Premises above mentioned, well and truly pay the same to the said *A. P.* towards the Satisfaction of her Annuity aforesaid, And also out of the said Rents,
Issues,

Issues and Profits, as the same shall come in, shall and will pay and satisfy the said whole Annuity of 80*l.* *per Annum*, and all Arrears thereof to the said *A. P.* during her Life, or to the said *E. H.* if she shall have paid the same, or such Part as she the said *E. H.* shall have paid thereof, for Want of the Premises above mentioned to be hereby demised yearly answering the said Annuity; And from and after the Death of the said *A. P.* the Annuitant, and the said Annuity and all Arrears thereof shall be fully paid and satisfied, shall and will upon Request made, surrender and yield up the said Tots, Soil, Ground and Premises to the Heirs of the said *N. P.* or such other Person or Persons as he the said *N. P.* by any Deed executed in his Life-Time or by his last Will and Testament shall direct or appoint. **Provided** always, and it is agreed, by and between the said Parties to these Presents, that the said *F. D. T. L.* and *C. W.* their Executors and Administrators, shall have, take and receive out of the Rents and Profits of the said Tots, Soil, Ground and Premises above mentioned, sufficient Monies to reimburse themselves all Costs, Charges and Expences by them to be expended and laid out in the Trusts aforesaid; And that they the said *F. D. T. L.* and *C. W.* shall not be accountable and liable for any further or more Rents, Issues and Profits of the said Premises than they or any or either of them can actually recover and get into their Hands; **And** further that each of them the said *F. D. T. L.* and *C. W.* shall be accountable for his own Receipts and Acts only, and not for the Rest, or the Acts of each other. **In Witness, &c.**

A Marriage Bond given on the preceding Settlement, by the intended Wife's Father, to lay out 2000 l. of her Fortune on a Purchase, and in the mean time pay Interest for it to the Husband.

WHEREAS a Marriage is intended (by God's Permission) shortly to be had and solemnized between the above named *N. P.* and *E. H.* Daughter of the above bound *M. H.* And whereas upon the Contract of the said Marriage the said *N. P.* is to have as a Marriage Portion with the said *E.* the Sum of 3000 l. whereof 1000 l. to be paid down, and the other 2000 l. to remain in the Hands of the said *M. H.* to purchase an Estate in Lands, Tenements or Hereditaments, To be settled and conveyed to the same Uses, and upon the same Trusts as are declared and limited in and by certain Indentures already made and herein after mentioned, of **All** that Messuage, Tenement or Farm commonly called or known by the Name of, &c. situate, lying and being in, &c. aforesaid, with all and singular its Appurtenances; **Which** said Messuage, Tenement or Farm and Premises above mentioned, by Indentures of Lease and Release, the Release being Tripartite bearing equal Date with the above written Obligation, and made between the said *N. P.* of the first Part, the said *M. H.* and *E. H.* his Daughter of the second Part, and *F. D. T. L.* and *C. W.* of, &c. of the third Part, are granted, released and conveyed unto the said *F. D. T. L.* and *C. W.* and their Heirs, upon the Trusts
and

and to the Uses following, *viz.* **To** the Use and Behoof the said *N. P.* for and during his natural Life, and from and after his Decease, **To** the Use and Behoof of the said *E.* his intended Wife for and during her natural Life, in Part of her Jointure, and after the Decease of the Survivor of them the said *N. P.* and *E.* his Wife, **To** the Use of such Child or Children begotten by the said *N. P.* on the said *E.* and their Heirs in such Manner, and by such Proportions, as the said *N. P.* by any Deed in Writing, or by his last Will and Testament, shall direct, limit and appoint; **And** in Default of such Issue and Appointment, **To** the Use and Behoof of the Heirs and Assigns of the said *N. P.* for ever; And in the mean Time until such Purchase aforesaid of Lands, Tenements and Hereditaments, can be had and made to the good Liking of the said *N. P.* the said *M. H.* is to pay Interest for the said 2000*l.* in his Hands to the said *N. P.* after the Rate of 5*l.* *per Cent. per Annum*, as by the said Release or Conveyance may more fully appear. **Now the Condition** of this Obligation is such, That if the said *M. H.* his Heirs, Executors or Administrators, do and shall, (in Case the said intended Marriage takes Effect) as soon as conveniently he or they can, or the same may be done, within the Space of two Years, now next ensuing the Date hereof, advance, lay out, use and employ the said whole Sum of 2000*l.* so remaining in his Hands as aforesaid, in and upon the Purchase of some Lands, Tenements or Hereditaments in Fee-Simple, clear of all Incumbrances, in the County of, &c. by the Approbation and Consent of the said *N. P.* **And** also within six Months after such Purchase

Purchase shall be had or found, do and shall by good, sufficient and effectual Conveyances in the Law, by the Consent and Advice or Direction of the said *N. P.* grant, release and convey the Lands, Tenements and Hereditaments so to be purchased to the said *F. D. T. L.* and *C. W.* their Heirs and Assigns, **To**, for and upon the like Uses, Intents, Trusts and Purposes as are declared, limited and appointed, of and concerning the Messuage, Tenement or Farm called, &c. above particularly mentioned, as fully **To** all Intents as by the said recited Deed of Release the said Uses and Trusts are limited, declared and appointed, and to and for none other Use, Intent or Purpose whatsoever; **And** if the said *M. H.* his Heirs, Executors or Administrators, in the mean Time and at all Times until such Purchase of Lands Tenements or Hereditaments shall be had and made, and the said Lands conveyed and settled as aforesaid, do and shall well and truly pay or cause to be paid unto the said *N. P.* his Executors, Administrators or Assigns, Interest for the said 2000*l.* after the Rate of 5*l.* per Cent. per Annum, (which Interest is to commence from the Day of the Date hereof) according to the true Intent and Meaning of the Agreement made upon the Contract of the intended Marriage of the said *N. P.* and *E. H.* Then this Obligation to be void, or otherwise to be and remain, &c.

A Marriage Settlement of several Messuages on the Husband and Wife and their Issue, made by his Father and Mother, in Consideration of an Annuity chargeable thereon, and payable to them during their Lives, with a Covenant that they shall not use a certain Trade in the Place where the Son lives.

THIS Indenture Tripartite made, &c. Between T. N. of, &c. and S. his Wife of the first Part, D. R. of, &c. Widow, H. W. of, &c. and E. F. of, &c. of the second Part, the said and G. N. Son of T. N. and A. R. Daughter of the said D. R. of the third Part. *Whereas* a Marriage is intended (by the Permission of God) shortly to be had and solemnized between the said G. N. and A. R. with whom the said G. N. is to receive on the said Marriage the Sum of 400*l.* **N**ow this Indenture witnesseth, that for and in Consideration of the said intended Marriage, and of a certain Annuity or yearly Rent-Charge to be paid to the said T. N. and S. his Wife during their Lives, as herein after is mentioned, and of the said Sum of 400*l.* of lawful Money of *Great Britain* to be had and received by the said G. N. of and from the said D. R. by the Consent and Direction of the said T. N. as the Marriage Portion of the said A. R. and for settling and assuring of the Messuages, Tenements and Hereditament herein after mentioned, to and for the several Uses, Intents and Purposes, and under the Proviso herein after mentioned and declared, and for divers other

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good Causes and Considerations them the said *T. N.* and *S.* his Wife thereunto moving, They the said *T. N.* and *S.* his Wife **Have** and either of them hath granted, aliened, released and confirmed, and by these Presents **Do** and either of them doth grant, alien, release and confirm unto the said *D. R. H. W.* and *E. F.* (in their actual Possession now being by Virtue of a Bargain and Sale, &c.) and to their Heirs and Assigns for ever, **All** that Messuage, situate, standing and being in, &c. now in the Tenure or Occupation of, &c. **And** also all that Messuage, Tenement or Dwelling House, with the Appurtenances, called or known by the Name or Sign of, &c. situate, standing and being, &c. and now in the Tenure of, &c. together with all Out-houses, Edifices, Buildings, Rooms, Yards, Backsides, Stables, Easements, Commons, Commodities and Hereditaments whatsoever to the said Messuages or Tenements belonging or in any wise appertaining, or therewith used, occupied or enjoyed as Part, Parcel or Member thereof, or of any Part thereof, (which said Messuages or Tenements and Premises were formerly purchased by, &c. and by him given and devised by his last Will and Testament to the said *S. N.* her Heirs and Assigns for ever.) **And** also the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Messuages or Tenements and Premises above mentioned, and of every Part and Parcel thereof; **And** all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of them the said *T. N.* and *S.* his Wife, or either of them, of, in and to the same Premises
and

and of, in and to every Part thereof, with the Appurtenances; And also all Deeds, Evidences and Writings whatsoever touching or concerning the said Messuages and Premisses or any Part or Parcel thereof; **To have and to hold** the said Messuages or Tenements and all and singular the Premisses above mentioned to be hereby granted and released, and every Part and Parcel thereof, with the Appurtenances, unto the said *D. R. H. W.* and *E. F.* their Heirs and Assigns, to the several Uses, Intents and Purposes, and under and subject to the Proviso herein after mentioned and declared, (that is to say) **To** the Use and Behoof of the said *T. N.* and *S.* his Wife, until the said Marriage between the said *G. N.* and *A. R.* his intended Wife shall be had and solemnized; And from and after the Solemnization of the said intended Marriage, **To** the Use and Behoof of the said *G. N.* and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste; And from and after his Decease, then **To** the Use and Behoof of the said *A. R.* (intended Wife of the said *G. N.*) and her Assigns, for and during the Term of her natural Life; And from and after the Decease of them the said *G. N.* and *A.* his intended Wife, then **To** the Use and Behoof of the Heirs of the Body of the said *G. N.* on the Body of the said *A. R.* lawfully to be begotten; And for Default of such Issue, then **To** the Use and Behoof of the Heirs of the Body of the said *G. N.* lawfully to be begotten; And for Default of such Issue, then **To** the Use and Behoof of the said *T. N.* his Heirs and Assigns for ever. **Provided** always, and it is the true Intent

Intent and Meaning of these Presents, that the said Messuages or Tenements and Premisses above mentioned, and the Rents and Profits arising out of the same, and every Part thereof, shall be subject to and chargeable with one Annuity or yearly Rent-charge of 40*l.* of lawful Money of *Great Britain*. And the said *D. R. H. W.* and *E. F.* and their Heirs shall stand seised thereof, **To** the Intent that the said Annuity or yearly Rent of 40*l.* may be payable and paid out of the said Premisses to the said *T. N.* and *S.* his Wife during their joint Lives; And after the Decease of either of them, then the said Messuages or Tenements and Premisses and every Part thereof, shall be subject to and chargeable with an Annuity or yearly Rent of 20*l.* of like lawful Money payable and to be paid to the Survivor of them the said *T. N.* and *S.* his Wife, during his or her Life respectively at or in the Messuage called, &c. aforesaid, yearly and every Year in and upon the Feasts of, &c. by even and equal Portions, without any Deduction or Abatement whatsoever; the first Payment thereof to begin and be made at or upon such of the said Feasts or Days of Payment as shall next happen after the Solemnization of the said intended Marriage. **And** to the further Intent, that if it shall happen the said Annuity or yearly Rent of 40*l.* or the said Annuity of 20*l.* when payable, or any Part of either of them, shall be behind and unpaid by the Space of one and twenty Days next after either of the said Days whereon the same are herein before appointed to be paid, that then and from thenceforth it shall and may be lawful to and for the said *T. N.* and *S.* his

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Wife,

Wife, if, she shall survive him, and to and for his and her Assigns respectively, into the said Messuages or Tenements and Premisses hereby granted, or any Part thereof, to enter and distrain, and the Distress and Distresses then and there found, lawfully to take, carry away and impound, and in Pound to detain and keep until he, she or they shall be of the said respective Annuities or yearly Rents of 40*l.* and 20*l.* and all Arrears thereof (if any be) fully satisfied, contented and paid. **And** the said *T. N.* for himself, his Heirs and Assigns, doth covenant and grant to and with the said *D. R. H. W.* and *E. F.* their Heirs and Assigns, That the said Messuages or Tenements and Premisses above mentioned, and every Part and Parcel thereof, with the Appurtenances, shall from Time to Time, and at all Times for ever hereafter be, remain and continue to and for the several Uses, Intents and Purposes, under and subject to the Proviso herein before mentioned, expressed and declared, according to the true Intent and Meaning of these Presents. **And also**, that the said *T. N.* and *S.* his Wife and their Heirs, shall and will upon the reasonable Request of the said *D. R. H. W.* and *E. F.* and their Heirs and Assigns, make, do and execute, or cause or procure to be made, done and executed all and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better and more perfect granting and assuring of the said Messuages or Tenements and Premisses above-mentioned, with the Appurtenances, **To** the Uses, Intents and Purposes above limited and declared, and according to the true Intent and
Meaning

Meaning of these Presents, as by the said D. R. H. W. and E. F. and their Heirs, or their or either or any of their Counsel learned in the Law, shall be reasonably devised or advised and required. **And further**, that they the said T. N. and S. his Wife, shall and will before the End of, &c. Term next coming, in the King's Majesty's Court of Common Pleas at *Westminster*, acknowledge and levy in due Form of Law unto the said D. R. H. W. and E. F. and their Heirs, or to the Heirs of one of them, one Fine *Sur Conuſance de Droit come ceo*, &c. of all and singular the said Premisses above mentioned, with Proclamations to be thereupon had according to the Form of the Statute in that Case made and provided, by such Name or Names, and in such Sort, Manner and Form, as by the said D. R. H. W. and E. F. or their or any of their Counsel shall be advised and thought fit: **Which** said Fine so or in any other Manner to be had and levied, and all other Fines, Recoveries and Assurances hereafter to be had, made, levied or suffered of the said Messuages or Tenements and Premisses above mentioned, or any Part thereof, **Shall** be and enure, and the Conusee or Conusees of such Fine or Fines, and their Heirs by Virtue hereof shall stand and be seised of the said Premisses, and every Part and Parcel thereof, **To** the only Uses, Intents and Purposes and under and subject to the Proviso herein before mentioned, limited, expressed and declared, and to and for no other Use, Intent or Purpose whatsoever. **And lastly**, the said T. N. for himself, his Executors and Administrators, doth hereby covenant and agree to and with the said

D. R. H. W. and E. F. their Executors, Administrators and Assigns, That he the said T. N. or the said S. his Wife shall not, nor will at any Time or Times hereafter, during their respective Lives, use, exercise or follow the Trade of a Grocer or Tallow Chandler, or any Manner of Business belonging to the said Trades, or either of them, in the Town or Parish of, &c. aforesaid, or within ten Miles thereof, but that he the said T. N. shall and will for the Considerations aforesaid to the utmost of his Power and Ability help and assist the said G. N. his Son in the Trades aforesaid upon all necessary Occasions whatsoever, without demanding or expecting any Gift, Reward, Payment or other Consideration for the same. In Witness, &c.

A special Marriage Settlement made by the Husband's Father, where the Lands are charged with an Annuity payable to the Wife for her Jointure, with Power to take Distresses, and for Trustees to enter upon the Premises and receive the Profits, on Default of Payment; and with Terms limited to the Trustees for raising Daughters Portions, &c.

THIS Indenture Quadripartite made, &c. Between W. R. of, &c. and E. his Wife of the first Part, H. P. of, &c. and J. G. of, &c. of the second Part, N. L. of, &c. and R. B. of, &c. of the third Part, and T. R. Son and Heir apparent of the said W. R. and M. G. sole Daughter of the said J. G.

of the fourth Part. **Whereas** a Marriage is intended, by the Permission of God, shortly to be had and solemnized between the said *T. R.* and the said *M. G.* **Now this Indenture witnesseth**, that for and in Consideration of the said intended Marriage, and of the Sum of 500*l.* of lawful Money of *Great Britain* paid or secured to be paid by the said *J. G.* to the said *W. R.* by the Consent of the said *T. R.* and of 500*l.* more of like lawful Money, paid or secured to be paid by the said *J. G.* to the said *T. R.* by the Consent and Direction of the said *W. R.* in full of the Marriage Portion of the said *M. G.* And for the assuring of a competent Jointure and Provision of Maintenance to and for the said *M.* (in Case after the said Marriage she shall happen to survive the said *T. R.* her intended Husband) And for settling the Messuages, Lands, Tenements and Hereditaments to the Uses, Intents and Purposes, and upon and under the Provisoes, Limitations and Trusts herein after mentioned and declared, and for divers other good Causes and Considerations them the said *W. R.* and *E.* his Wife thereunto moving; They the said *W. R.* and *E.* his Wife, **Have** and either of them hath granted, bargained, sold, aliened, released and confirmed, and by these Presents do and either of them doth grant, &c. unto the said *H. P.* and *J. G.* (in their actual Possession now being, &c.) and their Heirs, **All** that capital Messuage, &c. with the Rights, Members and Appurtenances thereof, situate, lying and being in, &c. **And** also all that Messuage, &c. and all Houses, Edifices, Buildings, Gardens, Orchards, Lands, Meadows, Commons, Pastures, Feedings,

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Trees,

Trees, Woods, Underwoods, Ways, Paths, Waters, Watercourses, Easements, Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever to the said Messuages or Tenements belonging, or in any wise appertaining, or which now are or formerly have been accepted, reputed, taken, known, used, occupied or enjoyed to or with the same, or as Part, Parcel or Member thereof, or of any Part thereof; And also the Reversion and Reversions, Remainder and Remainders thereof, &c. **And** all the Estate, Right, Title, Interest, Use, Trust, Property, Claim and Demand whatsoever of them the said *W. R.* and *E.* his Wife or either of them, of, in and to all and singular the said Premises, and of, in and to every Part and Parcel thereof, with the Appurtenances; And all Deeds, Evidences and Writings touching or concerning the said Premises, or any Part thereof; **To have and to hold** the said Messuages, Tenements, Lands, Hereditaments and Premises above mentioned to be granted and released, with their and every of their Appurtenances, unto the said *H. P.* and *J. G.* their Heirs and Assigns, **To** the several Uses, Intents and Purposes, and upon the Trusts and under the Provisoes herein after mentioned, expressed and declared, (that is to say) **To** the Use of the said *W. R.* and his Heirs until the said Marriage shall be had and solemnized; And from and after the Solemnization of the said intended Marriage, Then as for and concerning the said capital Messuage above mentioned, with the Rights, Members and Appurtenances thereunto belonging, situate and being in, &c. **To** the Use of the said *T. R.*

for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste; And from and after the Determination of that Estate by Forfeiture or otherwise, **To** the Use of the said *H. P.* and *J. G.* and their Heirs for and during the Life of the said *T. R.* **In Trust** to preserve the contingent Uses and Estates herein after limited from being defeated and destroyed, and to make Entries and bring Actions for that Purpose as the Case shall require; And from and after the Decease of the said *T. R.* **To** the Use of the said *H. P.* and *J. G.* and their Assigns, for and during the Term of 100 Years, if the said *M. G.* shall so long live, upon the Trust herein after declared; And after the Expiration or other sooner Determination of the said Term, **To** the Use of the first Son of the said *T. R.* on the Body of the said *M.* his said intended Wife lawfully to be begotten, and to the Heirs Male of the Body of such first Son lawfully issuing; And for Default of such Issue, **To** the Use of the second Son of the said *T. R.* on the Body of the said *M.* his intended Wife lawfully to be begotten, and to their Heirs Male of the Body of such second Son; And for Default of such Issue, **To** the Use of the third and fourth, and of all and every such other Son and Sons of the said *T. R.* on the Body of the said *M.* lawfully to be begotten, and of the Heirs Male of the several and respective Bodies of such third, fourth, and all and every such other Son and Sons lawfully to be begotten, severally and successively, and in Remainder one after another, as they and every of them shall be in Seniority of Age and Priority of Birth; the elder of them, and the Heirs Male of his Body, always to be pre-

ferred before the younger of them and the Heirs Male of his Body; And for Default of such Issue, then in Case the said *M.* shall survive the said *T. R.* and shall be enstient or with Child at the Time of his Decease, **To** the Use of the said *H. P.* and *J. G.* and their Heirs, until the Birth of such after-born Child or Children, in Case of more than one, and in Trust for such Child or Children, if the same be a Son or Sons; And if it be a Daughter or Daughters, then **In Trust** for such Person and Persons to whom the next and immediate Estate of and in the said last mentioned Premisses shall belong upon the Birth of any such Daughter; And if such Child or Children shall happen to be a Son or Sons, then to the Use of such Son and Sons successively, as they shall be in Seniority of Age and Priority of Birth, and of the Heirs Male of their Bodies respectively and successively as aforesaid; **And** for Default of any Heir Male of the said *T. R.* on the Body of the said *M.* to be begotten, Then to the Use of the said *N. L.* and *R. B.* their Executors, Administrators and Assigns for and during the Term of 500 Years without Impeachment of Waste, **Upon** the Trusts herein after declared; **And** from and after the Determination of the said Term of 500 Years, **To** the Use of the said *T. R.* and the Heirs Male of his Body lawfully to be begotten; And for Default of such Issue, **To** the Use of the Heirs and Assigns of the said *T. R.* for ever. **Provided** always, and it is the true Intent and Meaning of these Presents, That the said capital Messuage and Premisses in, &c. aforesaid, and the Rents, Issues and Profits issuing or arising out of the same, or thereunto belonging,

belonging, and every Part thereof, Shall be Subject to and chargeable with the yearly Rent of 50*l.* of lawful Money, &c. And the said *H. P.* and *J. G.* and their Heirs shall stand seised thereof, To the Intent that such yearly Rent of 50*l.* may be in the first Place payable and paid to the said *W. R.* during his Life, and after his Decease, to the said *E.* his Wife (in Case she happens to survive her said Husband) during her Life, at or in the said capital Messuage of, &c. yearly and every Year, upon the Feasts of, &c. by even and equal Portions, without any Defalcation or Abatement for Taxes, Charges or Payments charged or imposed, or to be charged or imposed upon the said capital Messuage and Premisses, or any Part or Parcel thereof, by Act of Parliament or otherwise, by Reason of the said Rent of 50*l.* the first Payment thereof to begin and be made in and upon such of the said Feasts or Days of Payment as shall next happen after the Solemnization of the said intended Marriage: And to the further Intent, That if it shall happen the said yearly Sum of 50*l.* or any Part or Parcel thereof, shall be behind or unpaid by the Space of thirty-one Days, next ensuing either of the said Days whereon the same is herein before appointed to be paid; That then and from thenceforth it shall and may be lawful to and for the said *W. R.* and to and for the said *E.* his Wife, (in Case she survives her Husband as aforesaid) and to and for his and her Assigns respectively, into the said capital Messuage and Premisses, or into any Part thereof to enter and distrain, and the Distress and Distresses then and there found lawfully to take, lead, drive, carry away and impound, and in Pound
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to detain and keep until he, she or they shall be of the said yearly Rent of 50*l.* and all Arrearages thereof (if any be) fully satisfied and paid. **And** to this further Intent and Purpose, That the yearly Rent of 100*l.* of like lawful Money, may from and after the Decease of the said *T. R.* be payable and paid every Year to the said *M. G.* out of the said capital Messuage and Premises in, &c. aforesaid, for and during the Term of her natural Life for her Jointure, and in full Satisfaction of her Dowry, at or in, &c. upon the Feast-Days of, &c. by even and equal Portions, without any Deduction or Abatement for Taxes or Payments issuing out of, or charged or to be charged upon the said Premises, or any Part thereof, or upon the said yearly Rent of 100*l.* by Act of Parliament or otherwise; the first Payment thereof to begin and to be made at such of the said Feast-Days as shall next happen after the Decease of the said *T. R.* **And** if it shall happen the said yearly Rent of 100*l.* or any Part or Parcel thereof, shall be behind and unpaid by the Space of twenty-one Days, &c. that then and from thenceforth it shall and may be lawful to and for the said *M. G.* and her Assigns, into the said capital Messuage and Premises or any Part thereof, to enter, &c. (like Power to distrain as above for the 50*l.* Rent.) **And** as for and concerning the Messuage or Tenement, Lands and Hereditaments in, &c. and all and singular other the above mentioned Premises, whereof no Use is herein before limited and declared, **To** the Use of the said *T. R.* and his Heirs and Assigns for ever. **And** it is hereby declared and agreed by and between all the said Parties to these Presents, that

that the said Term of 100 Years herein before limited to the said *H.P.* and *J.G.* and their Assigns, determinable by the Decease of the said *M. G.* is so limited to them, **In Trust**, and to go with and attend the Remainders next and immediately expectant upon the said Term, according to the Uses and Estates thereof herein before declared, in the mean Time and until Default of Payment be made of the said several and respective yearly Rents of 50 *l.* and 100 *l.* **And** to the Intent that from Time to Time, after any Default or Defaults shall be made of Payment thereof respectively by the Space of forty Days next after the respective Days or Times of Payment herein before limited for Payment thereof, They the said *H. P.* and *J. G.* shall and may enter into and upon the said capital Messuage and Premisses, so limited to them for the Payment of the said respective Sums as aforesaid, and receive and take the Rents and Profits thereof, and thereby and therewith, with as much Speed as may be, according to the true Intent and Meaning hereof, satisfy and pay to the said *W. R.* and *E.* his Wife, and the said *M. G.* the said several yearly Sums of 50 *l.* and 100 *l.* and all Arrears thereof, and all Costs and Damages which shall be sustained by Reason of the Non-Payment of the said yearly Sums, or any Part thereof; And afterwards shall permit and suffer the Residue and Overplus of the Rents and Profits of the said Premisses, to be received by such Person or Persons to whom the next and immediate Reversion and Remainder expectant upon the said Term of 100 Years shall for the Time being appertain. **And** as to and concerning the said Term of 500 Years herein before limited

mitted to the said *N. L.* and *R. B.* their Executors, Administrators and Assigns, of and in the said capital Messuage and Premises, charged and chargeable with the said yearly Sum of 100*l.* as aforesaid, It is declared and agreed by and between the said Parties to these Presents, that the same is so limited upon the Trusts, and to the Intents and Purposes, and under the Provisoes and Conditions following, (that is to say) That if the said *T. R.* and the said *M.* shall both die without Issue Male begotten of their Bodies living at the Time of the Death of the Survivor of them; or if such Issue or Issues Male then living, shall all happen to die without Issue Male of any of their Bodies begotten, and before their or any of their respective Ages of twenty-one Years, and there shall be one or more Daughter or Daughters of the Body of the said *T. R.* upon the Body of the said *M.* his intended Wife begotten, Then the said *N. L.* and *R. B.* and the Survivor of them, and the Executors and Administrators of such Survivor, shall raise and levy by Sale of the said Premises, or by any other lawful Ways and Means as to them shall seem fit, the Sum of 1500*l.* to be paid to such Daughter or Daughters; And if there shall be more than one Daughter, to be equally divided amongst them Share and Share alike at her and their respective Ages of twenty-one Years or Days of Marriage, which shall first happen; And upon this further Trust, that the said Trustees shall from Time to Time out of the Premises, or the Money raised thereby, provide, pay and allow to such Daughter and Daughters not being already preferred, for and towards her or their Maintenance

and Jointures of Lands, &c. 381

tenance, so much Money yearly as the usual Interest of her or their Portion or Portions shall amount unto at the Time of such Payment or Payments respectively, until the same Portion or Portions shall by the true Meaning hereof become payable. **And** in Case there be more such Daughters than one, and any of them shall happen to die before her or their Marriage, and before she or they shall have attained to their respective Ages of twenty-one Years, then to the Intent and Purpose that the said Trustees shall pay or cause to be paid to the surviving Daughter or Daughters, to be equally divided between them (if more than one) out of the Profits of the said Premisses, or out of the Monies raised thereby, such Part or Parts of the 1500 *l.* together with such Increase or Addition of Maintenance as would have belonged to such Daughter or Daughters so dying, in Case she or they had lived to her or their Age or Ages of twenty-one Years, or had been married. **Provided** nevertheless, and it is hereby declared, that if, after the said Sum of 1500 *l.* herein before limited and appointed for Daughters Portions shall be raised, and such Maintenance provided for them as aforesaid, there shall remain any Overplus of Money in the Hands of the said Trustees, or the Survivor of them, or of the Executors or Administrators of such Survivor, more than will satisfy the said 1500 *l.* limited for Portions, and the reasonable Charges and Expences of the said Trustees, their Executors or Administrators in raising the same, they the said Trustees and the Survivor of them, and the Executors and Administrators of such Survivor, shall pay all such overplus Money to the
Executors

Executors and Administrators of the said *T. R.* **Provided** always, that if any of the said Daughters shall be married in the Life-time of their Father, and shall have any Portion or Portions given with her or them by their said Father, that then such Daughter or Daughters so married shall have so much only out of the said 1500 *l.* to be raised as aforesaid, as the Portion or Portions given with her or them in Marriage by their said Father, was short of the Portion or Sum of Money which should have belonged to her or them out of the said 1500 *l.* if she or they had not been married, and no more; the same to be paid to her or them so married within six Months after the Death of their said Father and Mother, and the Default or Failure of Issue Male of their two Bodies as aforesaid; And in such Case the said Trustees shall raise out of the Premises so much Money only as near as may be, as together with the said Marriage Portion or Portions so to be given with her or them by the said *T. R.* the Father in his Life-time, will make up the aforesaid Sum of 1500 *l.* and satisfy the reasonable Charges of the said Trustees, and provide such Maintenance as aforesaid for the Daughter or Daughters unpreferred. **Provided** also, and it is by these Presents, and the Parties hereunto, further declared and agreed, that the said Term of five hundred Years herein before limited to the said *N. L.* and *R. B.* their Executors and Assigns as aforesaid, is and was so limited as aforesaid, upon Condition that if the said *T. R.* shall not have any such Daughter or Daughters as aforesaid living at the Time of his Decease, or which shall be afterwards born alive; and if all and every

every the said Daughter or Daughters shall depart this Life before their respective Ages of twenty-one Years, or Days of Marriage; Or if all and every the said Daughter or Daughters shall be preferred by their said Father in his Life-Time with a Portion or Portions equal to, or exceeding the Share or Shares of the said 1500*l*. which by the true Meaning hereof would have been payable to her or them, if she had been unmarried; Or if the said T. R. his Executors and Assigns, or such other Person or Persons to whom the next and immediate Remainder or Reversion of the said Premises expectant upon the said Term of 500 Years doth or shall belong or appertain, do and shall sufficiently to the good Liking and by the Approbation of the said Trustees, or the Survivor of them, or the Executors or Administrators of such Survivor, testified under their respective Hands and Seals, secure the said respective Portion or Portions and Maintenance, to be paid and provided as aforesaid, together with such reasonable Charges and Expences as the Trustees or any of them, shall have disbursed or laid out in relation to the Trust before such Security given; Or shall pay or satisfy the said Sum or Sums of Money, Portion or Portions, at the Time or Times of Payment thereof, and according to the Limitation thereof as aforesaid, together with the reasonable Disbursements of the said Trustees and every of them; That then and from thenceforth, and in all and every of the said Cases, the said Term of 500 Years shall cease, determine and be utterly void; any thing herin contained to the contrary notwithstanding. **Provided** always, and it is covenanted,

nanted, agreed and declared by and between the said Parties to these Presents, that it shall and may be lawful to and for the said T. R. at any Time or Times hereafter during his natural Life, and after his Decease to and for such other Person and Persons as shall be seised in Tail of the capital Messuage and Premises hereby granted, or of any Part thereof, by Virtue of these Presents, by his and their several Deed or Deeds indented, sealed and subscribed by him or them in the Presence of two or more credible Witnesses, to demise, grant and to Farm let to any Person or Persons in Possession, Reversion or Remainder, **All** and singular the said capital Messuage, Lands and Premises in, &c. aforesaid, which have been usually and customarily let to Farm, so as such Lease or Leases be not made without Impeachment of Waste, and so as there be reserved upon all and every such Demises, Leases or Grants unto such Person or Persons as shall from Time to Time be intitled to the Reversion or Remainder of the Premises so to be letten, the ancient and accustomed yearly Rent for the same or more, during the Continuance of such Leases; And so as all the Leases and Grants to be made of any Part of the said Premises, in Possession, Reversion or Remainder, at once in Being, do not exceed the Number of three Lives, or any Term of Years determinable upon three Lives; And so as all and every Part of the Premises so to be leased shall continue and be subject and liable to such Distresses and Distresses to be had and taken for the respective yearly Sums of 50*l.* and 100*l.* And also to the said Terms of 100 Years and 500 Years,
and

and the Trusts thereon declared, as the same would have been liable to, if no such Lease or Leases thereof had been made. And the said *W. R.* for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said *H. P.* and *J. G.* their Heirs and Assigns by these Presents in Manner following, (that is to say) That he the said *W. R.* and *E.* his Wife now are and stand, or one of them now is and standeth, lawfully, rightfully and absolutely seised of and in all and singular the Messuages, Lands and Premises above mentioned, of a good, sure, perfect, absolute and indefeasible Estate of Inheritance in Fee-Simple; And that he the said *W. R.* hath in himself good Right, full Power, and absolute Authority to grant and convey the same Premises to the Uses, Intents and Purposes herein before mentioned and declared; And also, that he the said *W. R.* and *E.* his Wife have not, nor either of them hath at any Time committed, done or suffered any Act, Matter or Thing whatsoever, whereby or wherewith the said Messuages and Premises hereby conveyed, or mentioned to be conveyed, shall or may be impeached, charged or incumbered, in Title, Charge, Estate or otherwise howsoever, but that the same shall from Time to Time and at all Times hereafter remain, continue and be **To** and for the several Uses, Intents and Purposes, and under and subject to the several Limitations and Agreements herein before mentioned; And shall be accordingly, peaceably and quietly held and enjoyed, without the lawful Let, Suit, Trouble or Interruption of the said *W. R.* and *E.* his Wife, or either of them, or of any other Person or Persons lawfully claiming from, by or under them,

or either of them, or by their or either of their Means, Consent or Procurement, (other than by taking Distresses for the said Rent-Charge or yearly Rent of 100*l.* if the same shall happen to be behind,) **AND** freed and discharged, or from Time to Time upon Request well and truly saved, and kept harmless and indemnified of and from all former and other Gifts, Grants, Bargains, Sales, Leases, Mortgages, Jointures, Dowers, Uses, Trusts, Wills, Intails, Debts, Statutes, Recognizances, Judgments, Extents, Executions, and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances whatsoever, had, made, done, or suffered by the said *W. R.* and *E.* his Wife or either of them; **AND** that he the said *W. R.* and *E.* his Wife, and their Heirs, shall and will upon the reasonable Request of the said *J. G.* his Heirs or Assigns, make, do and execute, or cause to be made, done, &c. all and every such reasonable and lawful Act and Acts, for the further, better and more perfect conveying and assuring of all and singular the said Messuages, Lands and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, to the said *H. P.* and *J. G.* their Heirs and Assigns, **TO** the Uses, Intents and Purposes above declared, limited and appointed, **Be** it by Fine, Feoffment and Recovery, Deed inrolled or not inrolled, or by any of the said Ways, or by any other Ways, Means, Device or Assurance whatsoever, as by the said *H. P.* and *J. G.* their Heirs or Assigns, or their or either of their Counsel learned in the Law shall be reasonably devised, advised or required. **And further**, that they the said *W. R.* and *E.* his Wife shall and will before the End
of

of *Michaelmas* Term next ensuing the Date hereof, acknowledge and levy in due Form of Law, before his Majesty's Justices of the Court of *Common Pleas* at *Westminster*, unto the said *H. P.* and *J. G.* and their Heirs, one or more Fine or Fines *Sur Conusance de Droit come ceo*, &c. with Proclamations to be thereupon had according to the Form of the Statute in that Case made and provided, of all and singular the said Premises above mentioned, with the Appurtenances, by such Name or Names, Quantities, Qualities, and Number of Messuages, Acres and Things, as by the said *H. P.* and *J. G.* or their Counsel learned in the Law shall be advised and required; **Which** said Fine or Fines so or in any other Manner to be had and levied, and all and every other Fine and Fines, Recoveries and Assurances, hereafter to be had, made, levied or suffered of the said Messuages and Premises above mentioned, or any Part thereof, **Shall** be and enure, and shall be adjudged, deemed and taken to be and enure, and the said *H. P.* and *J. G.* and their Heirs, and all and every other Person and Persons and his and their Heirs, which now are or at the Time of perfecting the said Fine or Fines shall stand or be seised of the said Messuages, Lands and Premises, shall at all Times hereafter stand and be seised thereof, and of every Part thereof, with the Appurtenances, **To** the only Uses, Intents and Purposes, and upon the Trusts, and under and subject to the Provisoes and Agreements herein before limited, expressed and declared, and to no other Use or Uses, Intents or Purposes whatsoever. **And** lastly, it is hereby declared and agreed by and between all the said Parties to these Presents, that the said *H. P.* and *J. G.* *N.L.* and *R.B.* their

Heirs, Executors, Administrators and Assigns, shall from Time to Time be saved harmless by and out of the Premises, of and from all such Costs, Charges, Damages and Expences, as they or any of them shall sustain and be put unto, by Reason of the said Estates and Trusts herein before limited and declared for the undertaking and managing thereof, or in any ways touching or concerning the same; and shall be accountable for so much only as they respectively shall actually receive by or out of the said Premises, and for no more, nor the one for the other, nor with or for the Receipts or Disbursements the one of the other. In Witness, &c.

Another Settlement on Marriage, made to Trustees to the Use of the Husband for ninety-nine Years, if he so long lives, and after his Decease upon Trust that the Wife may receive an Annuity or yearly Rent out of the Premises during her Life, for her Jointure and in lieu of Dower, Remainder to the Heirs Male of the Husband on the Wife begotten, and to the Trustees for 500 Years, Remainder to the Husband's Heirs for ever.

THIS Indenture Tripartite, made, &c. Between J. B. of, &c. and A. his Wife, Daughter of D. F. of, &c. of the first Part, C. D. of, &c. T. M. of, &c. and F. R. of, &c. of the second Part, and G. J. of, &c. and T. S. of, &c. of the third Part. Whereas in and by certain Articles of Agreement made before and upon the Contract of the Marriage between

and Jointures of Lands, &c. 389

between the said *J. B.* and *A.* his Wife, and bearing Date, &c. made between, &c. He the said *D. F.* agreed to pay the Sum of 3000*l* as the Portion of the said *A.* to be paid in such Manner as in the said Articles is expressed: **Now this Indenture witnesseth,** that the said *J. B.* for and in Consideration of the said Marriage and Marriage Portion, and in Pursuance and Part of Performance of the said Marriage Articles; And for settling and assuring of the Manor, Messuages, Lands, Tenements and Hereditaments herein after mentioned, to and for the several Uses, Intents and Purposes, and subject to the several Trusts, Provisoes and Agreements herein after mentioned, limited and declared, &c. **He** the said *J. B.* **hath** granted, bargained and sold, released and confirmed, and by these Presents doth grant, bargain and sell, release and confirm unto the said *G. J.* and *T. S.* (in their actual Possession now being, &c.) and to their Heirs and Assigns for ever, **All** that the Manor or Lordship of, &c. with the Rights, Members and Appurtenances thereof in the County, &c. And also all that the Mansion-House of, &c. in the said County, and also all the Demesne Lands of or belonging to the said Mansion-House situate, lying and being in the several Parishes of, &c. containing 700 Acres of Land, Arable, Meadow, Pasture and Wood, with the Appurtenances; And all Messuages, Houses, Lands, Tenements, Meadows, Pastures, Feedings, Woods, Underwoods, Wastes, Waste Grounds, Commons, Courts Leet, Courts Baron, Profits and Perquisites of Courts, Liberties, Royalties, Franchises, Privileges, Advantages, Emoluments

and Hereditaments whatsoever, to the said Manor or Lordship, Mansion-House, Demesne Lands and other the said Premisses above mentioned belonging or in any wise appertaining, or accepted, reputed or taken as Part, Parcel or Member of them, or any or either of them; **And** also the Reversion and Reversions, Remainder and Remainders, Rents and Services of the said Manor or Lordship, Mansion-House and Premisses above mentioned, and every Part and Parcel thereof, with the Appurtenances; And also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said *J. B.* of, in and to all and singular the said Premisses, and of, in and to every Part and Parcel thereof with the Appurtenances; **To have and to hold** the said Manor, Lordship, Mansion-House, Demesne Lands, and all other the Lands, Tenements, Hereditaments and Premisses above mentioned, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances, unto the said *G. J.* and *T. S.* their Heirs and Assigns, **To** and for the several Uses, Intents, Trusts and Purposes herein after particularly mentioned, limited, expressed and declared, (that is to say) **To** the Use of him the said *J. B.* and his Assigns, for and during the Term of ninety-nine Years next and immediately ensuing and following, and fully to be compleat and ended, If he the said *J. B.* shall so long live, without Impeachment of or for any Manner of Waste; And from and after the Determination of that Estate by Forfeiture or otherwise, then **To** the Use and Behoof of the said *C. D.* *T. M.* and *F. R.* and their Heirs during the Life the said *J. B.* In
Trust

Trust to support and preserve the contingent Remainders herein after limited from being defeated and destroyed, and for that Purpose to bring Actions or make Entries as the Law shall require; But nevertheless in Trust to permit the said *J. B.* to receive the Rents and Profits during his Life; And from and after the Decease of the said *J. B.* **Then** to the Intent, and to this End and Purpose, that the said *A.* Wife of the said *J. B.* and her Assigns, shall and may have, receive and take out of the said Manor and Premises above mentioned one Annuity or yearly Rent-Charge of 200*l.* *per Annum* during her natural Life, for her Jointure, and in lieu and full Satisfaction of her Dower, payable and to be paid half-yearly in and upon the 29th Day of *June* and the 25th Day of *December*, by even and equal Portions, clear of and over and above all Taxes, Payments and Reprises whatsoever; the first Payment thereof to begin and be made on such of the Days aforesaid as shall first and next happen after the Decease of the said *J. B.* **And** if it shall happen the said Annuity or yearly Rent-Charge of 200*l.* or any Part thereof to be behind and unpaid in Part or in all by the Space of twenty-one Days next after either of the said Days or Times of Payment thereof, whereon the same should or of Right ought to be paid as aforesaid; That then and so often it shall and may be lawful for the said *A.* Wife of the said *J. B.* and her Assigns, into the said Manor, Lands and Premises above mentioned, or any Part thereof, to enter and distrain, and the Distress and Distresses then and there found to take, lead, drive, carry away and impound, and in Pound

to detain and keep, until she and they of the said Annuity or yearly Rent-Charge of 200*l.* and the Arrears thereof, if any shall happen to be, and all Costs and Charges thereabout, shall be fully satisfied, contented and paid. **And as for and concerning** all and singular the said Manor, Lands and Premises above mentioned, immediately after the Death of the said *J. B.* charged and chargeable with the said Annuity or yearly Rent-Charge of 200*l. per Annum*, and Distresses therefore as aforesaid, **To** the Use and Behoof of the first Son of the Body of the said *J. B.* on the Body of the said *A.* his Wife begotten or to be begotten, and the Heirs Male of the Body of such first Son lawfully to be begotten; **And** for Default of such Issue, Then to the Use and Behoof of the second Son of the Body of the said *J. B.* on the Body of the said *A.* his Wife begotten, or to be begotten, and the Heirs Male of the Body of such second Son lawfully to be begotten; **And** for Default of such Issue, Then to the Use and Behoof of the third Son of the Body of the said *J. B.* on the Body of the said *A.* his Wife begotten or to be begotten, and the Heirs Male of the Body of such third Son lawfully issuing; **And** for Default of such Issue, Then to the Use and Behoof of the fourth, fifth, sixth, seventh, eighth, ninth and tenth Son and Sons, and of all and every other the Son and Sons of him the said *J. B.* on the Body of her the said *A.* his Wife to be begotten, and the Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully to be begotten, severally and successively one after another, as they shall be in Seniority of Age and Priority of Birth,
(that

(that is to say) the elder of such Son and Sons, and the Heirs Male of his Body always to be preferred and take before the younger of such Son and Sons, and the Heirs Male of his Body; **And** for Default of such Issue, and in Case the said *A.* at the Time of the Death of the said *J. B.* shall be enſient or with Child, **To** the Use and Behoof of the said *A.* until ſhe ſhall be delivered of ſuch Child; And in Case ſhe ſhall be delivered of a Son, Then to the Use and Behoof of ſuch after-born Son, and the Heirs Male of his Body lawfully begotten; And for Default of ſuch Issue, Then to the Use and Behoof of the ſaid *C. D. T. M.* and *F. R.* their Executors, Administrators and Assigns for and during the Term of 500 Years, from thence next following and fully to be compleat and ended, **Upon the Trusts** and ſubject to ſuch Conditions as are herein after expreſſed and declared concerning the ſaid Term; And from and after the Expiration or other ſooner Determination of the ſaid Term of 500 Years, Then to the Use and Behoof of the ſaid *J. B.* his Heirs and Assigns for ever. **Provided** always, and it is hereby agreed and declared by and between the ſaid Parties to theſe Preſents, that the ſaid Term of 500 Years, ſo as aforeſaid limited to them the ſaid *C. D. T. M.* and *F. R.* is upon the Trusts, and to and for the Intents and Purpoſes following, (that is to ſay) in Case there ſhall be a Failure of Issue Male of the Body of the ſaid *J. B.* on the Body of the ſaid *A.* his Wife begotten, and there ſhall be one or more Daughter or Daughters between them begotten, Then upon Trust and to the Intent that they the ſaid *C. D. T. M.* and *F. R.* their
Executors

Executors, Administrators or Assigns, shall and ought by Sale or Mortgage of their said Estate and Term of 500 Years of and in the said Manor, Lands, Tenements, Hereditaments and Premises so to them limited, or of and in a competent and sufficient Part thereof, and by and with the Rents and Profits thereof in the mean Time, and until such Sale, raise, levy and pay such Sum and Sums of Money for the Portion or Portions, and Maintenance of such Daughter or Daughters as are herein after mentioned, (that is to say) If there shall be but one such Daughter then the Sum of 3000*l.* of lawful Money, &c. for the Portion of such only Daughter, to be paid unto her when and as soon as she shall attain her Age of twenty-one Years, or be married, which shall first happen, with Interest after the Rate of 4*l. per cent. per Annum* in the mean Time for the Maintenance of such only Daughter; such Interest to be paid and to become payable to such only Daughter from such Time as the said Term shall commence; **And** if there shall be two or more such Daughters, Then the Sum of 4000*l.* to be paid unto, and to be equally divided amongst them, Share and Share alike, as and when they shall respectively attain their Ages of twenty-one Years, or be married, which shall first happen, with like Interest therefore in the mean Time to each Daughter respectively, till they shall attain their said respective Ages, or be married as aforesaid, for the Maintenance of such Daughters; and such Interest also to be paid and become payable at and from such Time as the said Term shall commence. **Provided** also, that in Case any of the said Daughters shall happen to die before

before their said Portions shall become payable by Virtue of these Presents, Then the Portion or Portions and Monies hereby for her or them so dying intended and provided, shall go and be paid unto and be equally divided amongst the Survivors and Survivor of them, when the original Portion and Portions of such surviving Daughter or Daughters shall become payable by these Presents. **Provided also,** that in Case all the said Daughters shall happen to die before any of the said Portions shall become payable as aforesaid, Then the said Monies intended to be raised for Portions as aforesaid, or so much thereof as shall be then raised, shall go and be paid unto such Person and Persons as shall for the Time being be next in Reversion or Remainder of the said Premises expectant upon the said Term of 500 Years; And then also the said Monies intended to be raised for Portions, or so much thereof as shall not be then raised, shall not be raised, but shall cease, for the Benefit of the same Person or Persons next in Reversion or Remainder as aforesaid, and that no such Sale or Mortgage shall be made until some of the Portions shall become payable by Virtue of these Presents. **Provided also,** and it is hereby declared and agreed by and between all the said Parties to these Presents, That in Case all the said Daughters shall happen to die before any or either of their said Portions shall become payable, or in Case the said Sum and Sums of Money herein before appointed to be raised for Portions and Maintenance as aforesaid, shall be by the said C. D. T. M. and F. R. their Executors, Administrators or Assigns, raised and levied by the Ways and Means in that

that Behalf before mentioned ; or in Case all or any of the said Daughters shall be by the said *J. B.* in his Life-Time advanced in Marriage with Portions to be by him paid ; or in Case Lands and Tenements of an Estate of Inheritance in Possession, shall upon and after the Decease of the said *J. B.* descend or come to the said Daughters, from the said *J. B.* or any of his Ancestors ; then if they the said *C. D. T. M.* and *F. R.* their Executors, Administrators or Assigns, shall by the Ways or Means before mentioned, raise and levy such and so much Monies only as will make up the Portions so to be by the said *J. B.* given, or the Estate so to be by him or his Ancestors left to descend to the said Daughters or any of them as aforesaid, the full Value of the Portions hereby for them intended ; **Then** and in any of the said Cases, and at all Times from thenceforth, the said Term and Estate of five hundred Years shall cease, determine and be utterly void to all Intents and Purposes : **And** it is hereby further declared by and between all the said Parties to these Presents, that no one such Daughter shall have for her Portion above the Sum of 3000*l.* and that no two or more such Daughters shall have above the Sum of 4000*l.* between them for their Portions ; any Thing herein contained to the contrary notwithstanding. **Provided** also, and it is hereby further agreed by and between the said Parties to these Presents, and the true Intent and Meaning hereof also is, and it is hereby so declared, that in Case the said *J. B.* shall have more than one Son or Sons, and one or more Daughter or Daughters by him begotten on the Body of the said *A.* his Wife, that then it shall

shall and may be lawful to and for the said *J. B.* by any Deed or Writing, or by his last Will and Testament in Writing duly executed in the Presence of two or more credible Witnesses, to charge all or any Part of the said Manor and Premises, with the raising and Payment of any Sum or Sums of Money as he shall think fit, not exceeding in the whole the Sum of 3000*l.* for such younger Son or Sons, or for such Daughter or Daughters, and to be paid and made payable to such Son or Sons, or to such Daughter or Daughters, by such Proportions, at such Time or Times, and in such Manner as he the said *J. B.* shall by such Writing or Writings, or by his last Will in Writing duly executed as aforesaid, direct and appoint; any Thing herein contained to the contrary thereof in any wise notwithstanding.

Provided also, and it is hereby further agreed, by and between the said Parties to these Presents, that it shall and may be lawful to and for the said *J. B.* at any Time or Times, and from Time to Time during his natural Life, to grant or make any Lease or Leases, Copy or Copies of Court-Roll, Demises or Grants of any of the Messuages, Lands and Tenements, Parcel of the said Manor and Premises above mentioned, which now are demised or granted by Lease or Copy, for one, two or three Life or Lives, or for any Term or Number of Years, determinable on the Death of one, two or three Lives, in Possession or Reversion, so as on such Leases and Grants respectively, there be no more than three Lives in being at any one Time, and so as there be in such Leases and Copies reserved the present Rents, Heriots, Duties and Services,
or

or more. **Provided** also, and it is hereby further agreed by and between the said Parties to these Presents, that it shall and may be lawful to and for the said *J. B.* at any Time or Times, during his natural Life, to demise or grant to any Person or Persons whatsoever, **All** or any Part of the said Manor and Premises, which are not now in Lease for Lives, or granted by Copy of Court-Roll as aforesaid, for any Term or Number of Years, not exceeding the Term of twenty-one Years in Possession only, and not in Reversion, so as no such Demise or Grant be made dishonourable of Waste, and so as upon every Demise or Grant so to be made, there be reserved the best and most improved yearly Rent that can or may be had or obtained for the same, without taking any Money or other Thing by way of Fine or Consideration for such Lease or Leases; any Thing herein contained to the contrary notwithstanding. **And** the said *J. B.* doth by these Presents for himself, his Heirs and Assigns, covenant and grant to and with the said *C. D. T. M. and F. R.* their Executors, Administrators and Assigns, that all and singular the said Manor, Messuages, Lands, Tenements and Hereditaments above mentioned, and every Part and Parcel thereof, with the Appurtenances, **Shall** from Time to Time and at all Times hereafter remain, continue and be to, for and upon the several Uses, Intents, Trusts and Purposes herein before mentioned, limited, expressed and declared, (except as is herein after excepted,) **And** that free and clear, or otherwise from Time to Time saved harmless and kept indemnified of and from all former and other Bargains, Sales, Gifts,

Gifts, Grants, Leases, Mortgages, Jointures, Dowers, Uses, Wills, Intails, Fines, Post-Fines, Issues, Amerciaments, Seisures, Bonds, Annuities, Writings Obligatory, Statutes Merchant and of the Staple, Recognisances, Extents, Judgments, Executions, Rents and Arrearages of Rent, and of and from all Charges, Estates, Rights, Titles, Troubles and Incumbrances whatsoever, had, made, committed, done or suffered, or at any Time hereafter to be had, made, &c. by him the said J. B. or by, &c. deceased, or any of his or their Ancestors, or by any other Person or Persons whatsoever claiming or to claim by, from or under them or any of them, (except the Term of 500 Years heretofore granted of the said Manor and Premises by the said, &c. deceased, to, &c. and others, which said Term is assigned or intended to be assigned to Persons **In Trust** to attend and protect the several Uses in these Presents contained; And also except the several Leases and Terms in the Schedule hereunto annexed mentioned, other than the Rents and Services therein severally reserved, which are intended to pass hereby.) **And also**, that he the said J. B. and his Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Premises above mentioned or any Part thereof, by, from or under him, them or any of them, or by, from or under the said, &c. or any of his Ancestors (except before excepted) shall and will from Time to Time and at all Times hereafter, at the reasonable Request of them the said C. D. T. M. and F. R. their Executors, Administrators or Assigns, but at the proper Costs and Charges of

of him the said *J. B.* his Heirs and Assigns, make, do, acknowledge, levy, suffer and execute, or cause or procure to be made, done, acknowledged, levied, suffered and executed, all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Device and Devices, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever, for the further, better and more perfect granting and assuring of all and singular the said Manor, Messuages, Lands, Tenements, Hereditaments and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, to, for and upon the several Uses, Trusts, Intents and Purposes herein before mentioned, limited, expressed and declared, according to the true Intent and Meaning of these Presents; as by the said *C. D. T. M.* and *F. R.* their Executors, Administrators or Assigns, or their or either of their Counsel learned in the Law, shall be reasonably devised or advised and required. **And lastly,** it is covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared, that all and every Fine and Fines, and also all and every Recovery and Recoveries, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever already had, made, levied, suffered, executed or acknowledged, or at any Time hereafter to be had, &c. by and between the said Parties to these Presents, or by and between them, or any or either of them, and any other Person or Persons, **As** for and concerning all and singular the said Manor, Messuages, Lands, Tenements, He-

reditaments

reditaments and Premisses abovementioned, Shall be and enure, and shall be adjudged, esteemed and taken to be and enure, to, for and upon the several Uses, Intents, Trusts and Purposes herein before mentioned, limited, expressed and declared, and to and for none other Uses, Intents or Purposes whatsoever. In Witness, &c.

A Limitation in a Settlement of Lands chargeable with an Annuity, and Power to distrain, &c. to the Use of the Wife as an Addition to her Jointure, but to be held only during her Widowhood, with special Remainders to Sons, and also to Daughters.

AS for and concerning the said Messuage or Tenement, Lands and all other the Hereditaments and Premisses, with their and every of their Appurtenances above mentioned to be situate, lying and being in, &c. afore-said, whereof no Use or Estate is herein before limited, **To** the Use, Intent and Purpose that *M. B.* Sister of the said *T. B.* and her Assigns, shall and may immediately from and after the Death of him the said *T. B.* (in Case she shall happen to survive him) have, receive and take during her natural Life, out of the said last mentioned Messuage or Tenement, Lands and Premisses, with the Appurtenances, one Annuity or yearly Rent-Charge of 30*l.* of lawful Money, &c. **To** be paid to the said *M. B.* and her Assigns (clear and free from all Charges and Deductions whatsoever) in the House, &c. at the Feasts of, &c. by even and
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equal Portions; the first quarterly Payment thereof to begin and be made at such of the said Feasts, as shall first and next happen after the Decease of the said *T. B.* And to this further Intent and Purpose, that if the said Annuity or yearly Rent-Charge of 30*l.* or any Part thereof, shall at any Time during the Term that the same is granted and made payable as aforesaid, happen to be behind or unpaid after any or either of the said Feast-Days herein before limited for Payment thereof, That then and from thenceforth, and from Time to Time, and so often as the said Annuity or any Part thereof shall be so behind and unpaid, it shall and may be lawful to and for the said *M. B.* and her Assigns into the said Messuage, Lands and Premisses out of which the said yearly Rent is to be issuing as aforesaid, or any Part thereof, to enter and there to distrain, and the Distress and Distresses then and there so had and taken, to lead, drive and carry away, and the same to detain and keep until the said Annuity or yearly Rent-Charge of 30*l.* and the Arrears thereof, and the Costs and Charges of taking such Distress and Distresses shall from Time to Time be fully paid and satisfied. And to the yet further Intent and Purpose, that in Case on the said Lands and Premisses, out of which the said yearly Rent is to be issuing, there shall not from Time to Time be found sufficient Distresses for the said Annuity or yearly Rent-Charge; or that any Distress or Distresses at any Time to be taken for Non-Payment thereof, shall not within five Days next after the same shall from Time to Time be taken, be redeemed by Payment of the said Annuity or yearly Rent-Charge,

and Jointures of Lands, &c. 403

Charge, and the Arrears thereof, and the Costs and Charges of taking such Distress and Distresses, That then the said *M. B.* and her Assigns, shall and may from Time to Time, when and so often as no sufficient Distress shall be found on the said Lands and Premisses, out of which the said yearly Rent is to be issuing as aforesaid, or that such Distress when taken shall not be redeemed by the Time, and in Manner aforesaid, enter into and have, hold, possess and enjoy the said Messuage, Lands and Premisses, out of which the said Annuity or yearly Rent-Charge of 30*l.* is issuing as aforesaid, and every Part thereof, with the Appurtenances, and receive and take the yearly Rents, Issues and Profits thereof to her and their own Use and Benefit, until she the said *M. B.* and her Assigns, shall from Time to Time be fully paid and satisfied the said Annuity or yearly Rent-Charge of 30*l.* and the Arrears thereof, and the Costs and Charges of taking such Distress and Distresses, and making such Entry or Entries as aforesaid. **And as for and concerning** the said Messuage or Tenement, Lands and Hereditaments, with the Appurtenances, out of which the said yearly Rent is to be issuing to the said *M. B.* and her Assigns, as aforesaid, and also, &c. and the Freehold and Inheritance thereof, **To** the only proper Use and Behoof of the said *T. B.* for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste, and with full Power to commit Waste; And from and immediately after the Decease of the said *T. B.* the said Premisses charged with the said Annuity in Manner aforesaid, to be **To** the Use and Behoof of the said

S. B. Wife of the said *T. B.* (in Case she happen to survive him the said *T. B.*) for and during the Term of her Widowhood, and no longer, or otherwise, and from and after the Decease of the said *S. B.* or the Time of her next Marriage, which shall first happen, then **To** the Use and Behoof of the said *J. B.* Son of the said *T. B.* for and during the Term of his natural Life, without Impeachment of Waste, other than voluntary Waste in the Houses and Buildings upon the said Premisses; And from and after the Forfeiture or other Determination of that Estate so limited to the said *J. B.* for his Life, then to the Use and Behoof of the said *C. D. T. M.* and *F. R.* and their Heirs during the Life of the said *J. B.* **In Trust** to preserve the contingent Uses, Estates and Remainders of and in the said Messuage, Lands and Premisses herein after mentioned, that they may not be destroyed, and for that Purpose to make Entries and bring Actions as there shall be Occasion; yet nevertheless to permit and suffer the said *J. B.* to receive and take the yearly and other Rents, Issues and Profits of the same Premisses, for and during the Term of his natural Life; And from and immediately after the Decease of the said *J. B.* then **To** the Use and Behoof of the said *A. B.* Wife of the said *J. B.* for and during the Term of her natural Life, for the Increase and Augmentation of her Jointure; And from and after the Determination of the said several Estates herein before limited as aforesaid, then **To** the Use and Behoof of the first Son of the Body of the said *J. B.* on the Body of the said *A.* his Wife begotten, or to be begotten, and of the Heirs of

of the Body of such first Son lawfully issuing; And for Default of such Issue, then **To** the Use and Behoof of the second Son of the Body of the said *J. B.* on the Body of the said *A.* his Wife begotten, or to be begotten, and of the Heirs of the Body of such second Son lawfully issuing; And for Default of such Issue, then **To** the Use and Behoof of the third, fourth, fifth, sixth, seventh, eighth, ninth and tenth Son and Sons, and all and every other Son and Sons of the Body of the said *J. B.* on the Body of the said *A.* his Wife begotten, severally and successively one after another, as they and every of them shall be in Seniority of Age and Priority of Birth, and of the several and respective Heirs of the several and respective Bodies of all and every such Son and Sons respectively and successively issuing; the elder of such Sons, and the Heirs of his Body issuing being always preferred, and to take before the younger of such Sons, and the Heirs of their Bodies issuing respectively; And for and in Default of such Issue, then **To** the Use and Behoof of all and every the Daughter and Daughters of the Body of the said *J. B.* on the Body of the said *A.* his Wife begotten or to be begotten, equally between them, if there shall be more than one, as Tenants in common and not as Jointenants, and of the Heirs of the Body and Bodies of such Daughter and Daughters respectively issuing; And for Default of Issue of any one of the said Daughters, then to the Use and Behoof of the other or others of the said Daughters, as Tenants in Common, if more than one, and of the Heirs of her and their Body and Bodies respectively issuing; And for Default of such Issue of all and every such

Daughter and Daughters, then to the Use and Behoof of the Heirs of the Body of the said *J. B.* lawfully to be begotten; And for Default of such Issue, then to the Use and Behoof of the right Heirs of the said *J. B.* for ever.

A very Special Marriage Settlement of an Annuity or Rent out of an Estate after the Husband's Decease, on the intended Wife as a Jointure, in another different Manner, with Remainders in Tail, and a particular Provision for all the younger Children, or such as are not inheritable by Virtue of the respective Limitations.

THIS Indenture Quinquepartite made, &c. Between *N. H.* of, &c. of the first Part, *R. F.* of, &c. and *J. R.* of, &c. of the second Part, *E. T.* of, &c. and *A. D.* of, &c. of the third Part, *S. P.* of, &c. and *R. L.* of, &c. of the fourth Part, and *G. V.* of, &c. and *M. V.* Daughter of the said *G. V.* of the fifth Part. **Whereas** a Marriage is intended by the Permission of God to be shortly had and solemnized by and between the said *N. H.* and the said *M. V.* **Now this Indenture witnesseth**, that for and in Consideration of the said intended Marriage, and of the Sum of, &c. of lawful Money, &c. to the said *N. H.* in Hand paid by the said *G. V.* at or before the Sealing and Delivery of these Presents, as and for the Marriage Portion of the said *M.* the Receipt whereof the said *N. H.* doth hereby acknowledge, and thereof and of every Part thereof doth acquit, release and discharge
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the said G. V. his Heirs, Executors and Administrators by these Presents, and of the Sum of 10s. to the said N. H. in Hand paid by the said R. F. and J. R. the Receipt whereof is hereby acknowledged; and for providing a competent Jointure and Maintenance for the said M. V. in Case she shall after the said intended Marriage happen to survive the said N. H. her intended Husband; And for the settling the Manor, Messuages, Lands, Tenements and Hereditaments herein after mentioned, upon the Trusts, and to and for the Uses, Intents and Purposes, and under the Provisoes and Agreements herein after mentioned and declared; and for divers other good Causes and Considerations him thereunto moving, he the said N. H. hath granted, bargained, sold, aliened, released and confirmed, and by these Presents doth grant, &c. unto the said R. F. and J. R. (in their actual Possession now being by Virtue of a Bargain and Sale, &c.) and to their Heirs, All that the Manor of, &c. with its Rights, Members and Appurtenances, lying and being, &c. and also all that Messuage situate, &c. and all those Lands, &c. And the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the said Manor, Messuages, Lands, Tenements and Premisses above mentioned to be hereby granted and released; And all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said N. H. of, in, to and out of the said Manor, Messuages, Lands and Premisses, or any of them, or any Part thereof; To have and to hold the said Manor, Messuage, Lands, Tenements, Hereditaments, and all and singular other the

Premises hereby granted and released, with their and every of their Appurtenances, unto the said R. F. and J. R. their Heirs and Assigns for ever ; **To** such Uses, upon such Trusts, and to and for such Intents and Purposes, and with and under such Provisoos, Limitations and Agreements as are herein after expressed and declared of and concerning the same, (that is to say) **To** the Use and Behoof of the said N. H. and his Heirs until the Solemnization of the said intended Marriage ; And from and after the Solemnization of the said intended Marriage, **To** the Use and Behoof of the said N. H. for and during the Term of ninety-nine Years, if the said N. H. shall so long live, without Impeachment of or for any Manner of Waste ; And from and after the Determination of that Estate, **To** the Use and Behoof of the said R. F. and J. R. and their Heirs for and during the Life of the said N. H. upon Trust and to the Intent to support and preserve the contingent Uses and Estates herein after limited, from being defeated or destroyed, and for that Purpose to make Entries, and bring Actions as the Case shall require ; but nevertheless to permit and suffer the said N. H. and his Assigns, during his natural Life, to take the Rents, Issues and Profits of the said Manor, Messuages or Tenements, Lands and Premises above mentioned to and for his and their own Use and Benefit ; And from and after the Decease of the said N. H. then to the Use and Intent that the said M. the intended Wife of the said N. H. and her Assigns, shall and may yearly and every Year during the Term of her natural Life, have, receive and take by and out of the said Ma-

Manor, Messuages, Lands, Tenements and Hereditaments, the yearly Rent or Sum of 100*l.* of lawful Money of *Great Britain*, free, clear and discharged of all Taxes, Assessments, Impositions and Payments whatsoever taxed or imposed, or to be taxed or imposed upon the said Manor, Messuages, Tenements, Lands and Premises, or any of them, or any Part or Parcel thereof, or upon the said yearly Rent of 100*l.* or any Part thereof, or on the said *M.* or her Assigns, for or in Respect thereof, for her Jointure, and in Lieu, Bar and Satisfaction of her Dower and Thirds at the Common Law, which she may have or claim in, to or out of any Manors, Lands, Tenements or Hereditaments, whereof or wherein the said *N. H.* shall be seised of any Estate of Freehold and Inheritance, during the Coverture between them, payable and to be paid at and in the House, &c. in and upon the four usual Feasts or Days of Payment in the Year, (that is to say) the Feasts of, &c. by even and equal Portions; the first Payment thereof to begin and to be made upon such of the said Feasts as shall next happen after the Decease of the said *N. H.* And to this further Use and Intent, that if the said yearly Rent or Sum of 100*l.* or any Part thereof, shall be behind and unpaid by the Space of twenty-one Days next over or after any of the said Feasts or Days of Payment, whereon the same ought to be paid as aforesaid, then and so often it shall and may be lawful to and for the said *M.* the intended Wife of the said *N. H.* and her Assigns, into and upon the said Manor, Messuages or Tenements, Lands and Premises above mentioned, or into or upon any Part thereof

thereof to enter and distrain, and the Distress and Distresses then and there found to take, lead, drive, carry away and impound, and in Pound to detain and keep, until she or they shall be of the said yearly Rent or Sum of 100 l. and all Arrears thereof, (if any shall then be) together with the Charges of the said Distress and detaining, fully satisfied and paid. **Provided** always, and it is hereby declared and agreed by and between all the said Parties to these Presents, that in Case the said yearly Rent or Sum of 100 l. or any Part thereof, shall happen to be behind and unpaid by the Space of fifty Days, next after any of the said Feasts or Days of Payment, whereon the same ought to be paid as aforesaid, (being lawfully demanded) then and so often it shall and may be lawful to and for the said M. and her Assigns into and upon the said Manor, Messuages, Tenements, Lands and Premisses, or into or upon any Parcel thereof, in the Name of the whole, to enter, and the same to have, hold and enjoy, and to receive and take the Rents and Profits thereof, and of every Part thereof, to and for her and their own Use and Benefit, until she or they shall thereby or therewith be fully satisfied and paid all the Arrears of the said yearly Sum of 100 l. and all Loss and Damage, which she or they shall be put unto, or any ways sustain by Reason of the Non-payment thereof at the Days and Times in that Behalf before mentioned. **And as for and concerning** all and singular the said Manor, Messuages, Lands, Tenements, Hereditaments and Premisses above mentioned, so charged and chargeable with, and subject and liable to the Payment of the said yearly Rent or Sum of 100 l. in Manner aforesaid,
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from and after the Decease of the said *N. H.* **To** the Use and Behoof of the said *E. T.* and *A. D.* their Executors, Administrators and Assigns for and during the Term of three hundred Years from thence next ensuing and fully to be compleat and ended, without Impeachment of or for any Manner of Waste; upon such Trusts, and to and for such Intents and Purposes, and under such Provisoos and Agreements, as are herein after expressed of and concerning the same; And from and after the End or other sooner Determination of the said Term of three hundred Years, **To** the Use and Behoof of the first Son of the Body of the said *N. H.* on the Body of the said *M.* his intended Wife lawfully to be begotten, and the Heirs Males of the Body of such first Son lawfully issuing; And for Default of such Issue, then to the Use and Behoof of the second Son of the Body of the said *N. H.* on the Body of the said *M.* lawfully to be begotten, and the Heirs Males of the Body of such second Son lawfully issuing; And for Default of such Issue, then to the Use and Behoof of the third, fourth, fifth, sixth and seventh, and all and every other the Son and Sons of the Body of the said *N. H.* on the Body of the said *M.* his intended Wife, lawfully to be begotten, severally and successively, and in Remainder one after another, as they and every of them shall be in Seniority of Age and Priority of Birth, and the several and respective Heirs Males of the Body and Bodies of all and every such Son and Sons lawfully issuing; the elder of the said Sons, and the Heirs Male of his Body issuing to be preferred and take before the younger of such Son or Sons, and the Heirs Males of his and their Bodies issuing; And for
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Default of such Issue, in Case the said *M.* the intended Wife of the said *N. H.* shall happen to be enſient of a Child or Children by him the said *N. H.* at the Time of the Decease of the said *N. H.* her intended Husband, To the Use and Behoof of the said *R. F.* and *J. R.* and their Heirs, until the said *M.* shall be delivered of such Child or Children, or die, which shall first happen ; And if such after-born Child or Children shall happen to be a Son or Sons, then to the Use and Behoof of all and every such after-born Son and Sons severally, ſucceſſively and in Remainder one after another, as they and every of them shall be in Seniority of Age and Priority of Birth, and of the ſeveral and reſpective Heirs Males of the Body and Bodies of all and every such after-born Son and Sons lawfully iſſuing ; the Elder of such after-born Sons, and the Heirs Males of his Body iſſuing, being always preferred and to take before the younger of such after-born Sons, and the Heirs Males of his and their Bodies iſſuing ; And for Default of such Issue, then to the Use and Behoof of the said *S. P.* and *R. L.* their Executors, Administrators and Assigns for and during the Term of one hundred Years, from thence next enſuing and following, and fully to be compleated and ended, without Impeachment of or for any Manner of Waſte ; upon such Trusts, and to and for such Intents and Purpoſes, and with and under such Proviſoes and Agreements as are herein after expreſſed of and concerning the ſame Term ; And from and after the End, or other ſooner Determination of the ſaid Term of one hundred Years, then to the Use and Behoof of the ſaid *N. H.* his Heirs and Assigns
for

and Jointures of Lands, &c. 413

for ever. And as for and concerning the said Term of 300 Years herein before limited to the said *E. T.* and *A. D.* their Executors, Administrators and Assigns, it is hereby declared and agreed by and between the said Parties to these Presents, that the same is so limited to them as aforesaid, upon the Trusts, and to and for the Intents and Purposes, and under the Provisoes and Agreements following, (that is to say) That in Case there shall be one or more Child or Children of the Body of the said *N. H.* on the Body of the said *M.* his intended Wife, begotten at the Time of the Decease of the said *N. H.* (other than and besides such Issue Male of the Body of the said *N. H.* on the Body of the said *M.* to be begotten, who shall be immediately inheritable to the said Manor, Messuage, Lands and Premises, or any of them, by and according to the Limitations herein contained) Then upon Trust, that they the said *E. T.* and *A. D.* or the Survivor of them, and his Executors, Administrators or Assigns, shall and do by Sale or Mortgage of the said Term of and in the said Manor, Messuages, Lands, Tenements, Hereditaments and Premises, so limited to them for 300 Years as aforesaid, or of a competent Part thereof, and by the Rents and Profits in the mean Time, and until such Sale, raise and levy the Sum of 2000*l.* of lawful Money of *Great Britain* for the Portion and Portions, and Maintenance and Education of all and every such Child and Children not being inheritable as aforesaid, to be paid to them at such Time and Times and in such Parts and Proportions, Manner and Form as the said *N. H.* and *M.* his Wife shall at any
Time

Time or Times hereafter, during their Lives, or the Survivor of them, by any Writing or Writings under their Hands and Seals, or under the Hands and Seals of the Survivor of them, attested by three or more credible Witnesses, or by the last Will and Testament in Writing of such Survivor, to be by such Survivor signed, published and declared, in the Presence of the like Number of Witnesses, direct, limit or appoint; And in Default of such Direction, Limitation or Appointment, the same shall go unto such Child or Children, (not being inheritable as aforesaid) to be equally divided between them, Share and Share alike, to be paid unto them in Manner following, that is to say, unto the younger Son and Sons at their respective Ages of twenty-one Years, and unto the Daughter and Daughters when they shall respectively attain unto the Age of twenty-one Years or be married, which shall first happen; And shall and do by and out of the Rents and Profits of all and singular the said Manor, Messuages, Lands, Tenements and Premisses, so limited for the Term of 300 Years as aforesaid, in the mean Time and until the said Portions shall become payable respectively, raise and levy such yearly Sum and Sums of Money for the Maintenance and Education of such Child or Children, not being inheritable as aforesaid, as the said *E. T.* and *A. D.* or the Survivor of them, and his Executors or Administrators, shall think fit; the same yearly Sum and Sums of Money so appointed for Maintenance and Education, not exceeding the Interest of their said respective Portions at the Rate of *5 l. per Cent. per Annum.* **Provided** always, That in Case any of the said Children shall happen to die before
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their said Portions shall become payable as aforesaid, then the Portion or Portions of him, her or them so dying, shall go and be paid unto and be equally divided among the Survivors, and Survivor of them, at such Time as the original Portion or Portions of such surviving Children shall become payable. **Provided also,** that in Case all and every the said Child or Children shall happen to die before their or any of their said Portions shall so become payable, then the said several and respective Sums of Money appointed to be raised for their Portions as aforesaid, being raised, or so much thereof as shall be then raised, shall be paid unto the Person or Persons to whom the next and immediate Reversion or Remainder of the said Premises expectant upon the said Term of 300 Years, shall for that Time being belong or appertain; And then also the same several and respective Sums of Money, or so much thereof as shall not then be raised, shall not be raised, but shall cease for the Benefit of the said Person and Persons in Reversion or Remainder as aforesaid: And upon this further Trust, that they the said *E. T.* and *A. D.* or the Survivor of them, his Executors or Administrators, shall and do from Time to Time pay and dispose of the Residue and Overplus of the Rents and Profits of the said Premises, over and above so much thereof as shall be paid to or for the respective Maintenances and Educations of the said Children (not being inheritable as aforesaid) unto such Person and Persons, who shall be next in Reversion or Remainder of the same Premises expectant upon the Determination of the said Term of 300 Years. **Provided also,** that the said *E. T.* and *A. D.* or the Survivor of them, and his Executors or
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Administrators shall not sell or Mortgage all or any Part of the said Manor, Messuages, Lands, Tenements and Premisses so limited to them for the Term of 300 Years, as aforesaid, until some of the said Portions shall become payable as aforesaid. **Provided also**, and it is hereby further declared and agreed by and between the said Parties to these Presents, That in Case there shall be no Child or Children of the Body of the said *N. H.* on the Body of the said *M.* begotten, (other than such Issue Male as shall be inheritable by Virtue of the Limitations aforesaid) or there being such Child or Children, if all of them shall happen to die before their, or any of their said Portions shall become payable as aforesaid; or in Case the several and respective Sums of Money appointed to be raised for such Childrens Portions, as aforesaid, and also such Maintenance in the mean Time, and until the said Portions become payable, shall be by the said *E. T.* and *A. D.* or the Survivor of them, and his Executors or Administrators, raised and levied by the Ways and Means aforementioned, then and in any of the said Cases, and at all Times from thenceforth the said Term of 300 Years herein before limited of and in the Premisses, or so much thereof as shall remain undisposed of, shall cease, determine, and be utterly void and of none Effect; any Thing herein contained to the contrary thereof in any wise notwithstanding. **Provided also**, that in Case the said *N. H.* shall in his Life-time give unto any such younger Child or Children (not being inheritable as aforesaid) any Portion or Portions, or shall leave such Child or Children, any Lands or Tenements, Goods or Chattels at the Time
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of his Decease, then the said Portion or Portions so by him given or left, and the Value of the Lands, Tenements, Goods and Chattels so to be by him to them or any of them left as aforesaid, shall be taken and accounted as Part of the Portion or Portions hereby for them provided; unless he shall declare the contrary thereof by any Writing or Writings, or by his last Will and Testament in Writing; such Will or Writing to be signed, published and declared in the Presence of three or more credible Witnesses; any Thing herein contained to the contrary notwithstanding. And as for, touching and concerning the said Term of 100 Years limited to the said *S. P.* and *R. L.* their Executors, Administrators and Assigns as aforesaid, It is hereby agreed and declared by and between all the said Parties to these Presents, That the same Term is so limited to them, upon the Trusts, and to and for the Intents and Purposes, and with and under the Provisos and Agreements herein after mentioned, that is to say, That in Case there shall be no Issue Male of the Body of the said *N. H.* on the Body of the said *M.* to be begotten, or there being such Issue Male, all of them shall happen to die before any of them shall attain unto the Age of one and twenty Years, and there shall happen to be one or more Daughter or Daughters of the Body of the said *N. H.* on the Body of the said *M.* his intended Wife begotten, at the Time of Failure of such Issue Male of their Bodies as aforesaid, or at any Time after, Then upon Trust that the said *S. P.* and *R. S.* or the Survivor of them, and his Executors or Administrators, shall and do by Sale or Mortgage of the said

Manor, Messuages, Lands, Tenements, Hereditaments and Premisses so limited to them for the said Term of 100 Years as aforesaid, or of a competent Part thereof, and by and with the Rents and Profits thereof in the mean Time and until such Sale, raise and levy such Sum and Sums of Money for the Portion and Portions of all and every such Daughter and Daughters, as are herein after mentioned and expressed, (that is to say) If there shall be but one such Daughter then the Sum of 2000*l.* of lawful, &c. for the Portion of such only Daughter, to be paid unto such Daughter when she shall attain her Age of twenty-one Years, or be married, which shall first happen: And if there be two or more such Daughters, then the like Sum of 2000*l.* for the Portion of such Daughters to be paid unto and equally divided amongst all and every such Daughters when they shall respectively attain their several Ages of twenty-one Years, or be married, which shall first happen, Share and Share alike. **So always,** that in Case any of the said Daughters shall happen to die before her or their, or any of their Portions shall become payable as aforesaid, then the Portion or Portions of her or them so dying shall go and be paid unto, and be equally divided amongst the Survivor and Survivors of such Daughters, when the original Portion or Portions of such surviving Daughter or Daughters shall become payable; **And** so also that in Case all the said Daughters shall happen to die before their or any of their said Portions shall become payable as aforesaid, then the said Sum of 2000*l.* before limited and appointed to be raised for Daughters Portions, or so much thereof as shall then be raised,

fed, shall be paid unto such Person or Persons to whom the next and immediate Reversion or Remainder of the Premisses expectant upon the said Term of 100 Years shall for the Time being belong or appertain; And then also the said Sum of 2000 *l.* or so much thereof as shall not be then raised, shall not be raised, but shall cease for the Benefit of the same Persons in Reversion or Remainder as aforesaid. **And** upon the further Trust, that they the said *S. P.* and *R. L.* or the Survivor of them, and his Executors or Administrators, shall and do by and out of the Rents and Profits of the said Manor, Messuages, Lands, Tenements and Premisses so limited to them as aforesaid, in the mean Time and until the Portion or Portions of the said Daughters shall become payable, raise, levy and pay such yearly Sum and Sums of Money for the Maintenance and Education of such Daughter or Daughters, as the said *S. P.* and *R. L.* or the Survivor of them, his Executors or Administrators, shall think meet; such yearly Maintenance not exceeding the Interest of their respective Portions at the Rate of *5 l. per Cent. per Annum*: And upon this further Trust and Confidence, that the Overplus of the said Rents and Profits over and besides what shall be applied for the Portion or Portions, Maintenance and Maintenances of the said Daughter and Daughters shall be paid to the Persons, who shall for the Time being be next in Remainder or Reversion of the Premisses so limited for the said Term of 100 Years as aforesaid. **Provided** always that the said *S. P.* and *R. L.* or the Survivor of them, or his Executors or Administrators, shall not sell or mortgage the said

Manor, Messuages, Lands and Premisses, so limited to them as aforesaid, or any Part thereof, until some one of the said Portions shall become payable by Virtue of these Presents. **Provided also**, and it is hereby declared and agreed by and between all the said Parties to these Presents, That in Case there shall be no Daughter or Daughters of the Body of the said *N. H.* on the Body of the said *M.* begotten, at the Time of such Failure of Issue Male as aforesaid, or at any Time after; or there being such Daughter or Daughters, all of them shall happen to die before their or any of their said Portions shall become payable by Virtue of these Presents; or in Case the said Sum and Sums of Money before limited and appointed to be raised for Daughters Portions as aforesaid, and also such Maintenance in the mean Time, and until the said Portions shall become payable, shall be by the *J. P.* and *R. L.* or the Survivor of them, his Executors or Administrators, raised and levied by the Ways and Means in that Behalf before mentioned; then and in any of the said Cases, the said Term of 100 Years of and in the said Premisses so limited for the same Term, or so much thereof as shall not be disposed of for the Purposes aforesaid, shall cease and determine for the Benefit of the Person and Persons, who shall by Virtue of the Limitations aforesaid be next in Reversion or Remainder thereof. **Provided also**, that in Case the said *N. H.* shall in his Life-time give unto such Daughter or Daughters, any Portion or Portions, or shall leave such Daughter or Daughters, any Lands, Tenements, Goods or Chattels at the Time of his Decease, then the said Portion or Portions
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and Jointures of Lands, &c. 421

so by him given or left, and the Value of the Lands, Tenements, Goods and Chattels so to be by him to them, or any of them, left as aforesaid, shall be accounted as Part of the Portion or Portions hereby for them provided, unless he shall declare the contrary hereof by any Writing or Writings, or by his last Will and Testament in Writing; such Will or Writing to be signed, published and declared in the Presence of three or more credible Witnesses; any Thing herein contained to the contrary thereof in any wise notwithstanding. **Pro-**
vided also, That in Case any of the Monies to be raised for Portions for the Daughters or younger Sons of the Body of the said N. H. on the Body of the said M. his intended Wife to be begotten, shall by Virtue of the Trust herein before declared of and concerning the said Term of 300 Years come unto such Daughter or Daughters of the said N. H. who by Virtue of these Presents are to have Benefit of the Trusts herein before declared of and concerning the said Term of 100 Years; Then such Money shall also be accounted Part of the Portions intended to be provided for such Daughters, by and out of the Trusts declared of and concerning the said Term of 100 Years. **Provided** always, and it is hereby declared and agreed by and between all the said Parties to these Presents, that it shall and may be lawful to and for the said N. H. during his Life, by Indenture under his Hand and Seal to lease all or any Part of the said Manor, Lands and Premises above mentioned, for any Term or Number of Years, not exceeding the Term of twenty-one Years in Possession, and not in Reversion, Remainder or Expect-

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ancy, so as upon every such Lease so to be made, there be reserved the most and best yearly Rent that can be reasonably had or obtained for the same, without taking any Sum or Sums of Money, or any other Thing by Way of Fine or Income, for or in Respect of any such Lease or Leases; and so as none of the said Leases be made dispunishable of Waste, and so as there be contained in every such Lease so to be made as aforesaid, Clauses of Re-entry for Non-payment of the Rent or Rents to be thereby reserved; And so as the respective Lessee and Lessees to whom such Lease or Leases shall be made, seal and deliver Counterparts of such Lease and Leases. **Provided** also, and it is hereby declared and agreed by and between the said Parties to these Presents, that it shall and may be lawful to and for the said N. H. from Time to Time and at all Times during his natural Life, to demise or let all or any Part of the said Manor of, &c. above mentioned, which now are, or within the Space of twenty Years last past, before the Date hereof, have been letten at the old or usual Rents upon Fines, by Indenture under his Hand and Seal to lease the same or any Part or Parts thereof to any Person or Persons for any Term of Years not exceeding ninety-nine Years, (determinable upon the Death of one, two or three Person and Persons) in Possession, and not in Reversion, Remainder or Expectancy; so as upon every such Lease so to be made, there be reserved and made payable during the Continuance of such Leases, so much Rent as is now reserved upon the same or more, or a just Proportion of such Rent, according to the Value of the same Premises

Premises so to be leased; And so as such Lease or Leases be not made dispunishable of Waste; And so as in every such Lease or Leases so to be made, there be contained such Covenants and Clauses as are usual in like Cases; And so as the Lessee and Lessees of such Lease and Leases seal and execute Counterparts thereof. **And** the said *N. H.* for himself, his Heirs and Assigns, doth covenant and grant to and with the said *G. V.* his Heirs and Assigns by these Presents in Manner and Form following, (that is to say) that notwithstanding any Act, Matter or Thing whatsoever, done, committed or willingly suffered by him the said *N. H.* or any of his Ancestors to the contrary, he the said *N. H.* is and standeth lawfully, rightfully and absolutely seised of and in all and singular the said Manor, Messuages, Lands, Tenements, Hereditaments and Premises above mentioned, of a good, sure, perfect, absolute and indefeasible Estate of Inheritance in Fee-Simple to him and his Heirs, without any Trust, Limitation of Use or Uses, Power of Revocation, or any other Matter or Thing whatsoever, to alter, change, charge, revoke, make void or determine the same. **And** that the said *N. H.* for and notwithstanding any such Act, Matter or Thing as aforesaid, hath at the Time of the Sealing and Delivery of these Presents in himself good Right, full Power and lawful and absolute Authority to convey the said Manor, Messuages, Lands, Tenements and other the Premises, unto the said *R. F.* and *J. R.* and their Heirs according to the Purport, true Intent and Meaning of these Presents. **And** also that the said Manor, Messuages, Lands, Tenements and all and singular

lar other the Premisses shall and may from Time to Time and at all Times hereafter remain, continue and be to and for the several and respective Uses, Intents and Purposes, upon the Trusts, and under and subject to the Provisoos and Agreements herein before expressed, limited and declared concerning the same; And shall or may be peaceably and quietly held and enjoyed accordingly, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption, of or by him the said *N. H.* his Heirs or Assigns, or of or by any other Person or Persons lawfully claiming or to claim the said Manor, Messuages, Lands, Tenements and Premisses, or any Part thereof from, by or under him or them, or their Ancestors, or any of them; **And** that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise well and sufficiently saved harmless and kept indemnified by him the said *N. H.* his Heirs and Assigns of, from and against all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leases, Mortgages, Jointures, Dowers, Titles of Dower, Uses, Trusts, Wills, Intails, Statutes, Recognizances, Judgments, Extents, Executions, Rent-Charges, Rents-Seck, Arrears of Rent, Forfeitures, Re-entries, Cause and Causes of Forfeiture and Re-entry, Debts, Duties, Decrees, Sequestrations, and of, from and against all other Estates, Titles, Troubles, Charges and Incumbrances whatsoever had, made, done, committed or suffered, or to be had, made, &c. by the said *N. H.* his Heirs or Assigns, or any other Person or Persons whatsoever lawfully claiming or to claim any Estate, Right, Title or Interest, of, in, to or
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out of the said Manor, Messuages, Lands, Tenements and Premisses above mentioned to be hereby granted and released, or any Part thereof, from, by or under him, them, or any of them, or from by or under his or their Ancestors, or by his, their or any of their Acts, Means, Consent, Privity or Procurement. **And further,** that the said *N. H.* and his Heirs, and all and every other Person and Persons having or claiming, or that shall or may have or claim any Estate, Right, Title or Interest in Law or Equity, of, in, to or out of the said Manor and Premisses, or any Part thereof, by, from or under, or in Trust for him, them, or any of them, his or their, or any of their Ancestors, shall and will from Time to Time, and at all Times hereafter, during the Term of seven Years next ensuing the Date hereof, upon every reasonable Request of the said *G. V.* his Heirs or Assigns, but at the proper Costs and Charges in the Law of the *N. H.* or his Heirs, make, do, acknowledge, levy, suffer and execute, or cause to be made, done, &c. all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Assurances and Conveyances in the Law whatsoever, for the further, better and more perfect and absolute assuring, conveying, ratifying and confirming the said Manor, Messuages, Lands, Tenements and Premisses unto the said *R. R.* and *J. R.* and their Heirs, to and for the several and respective Uses, Intents and Purposes, and upon the Trusts, and with and under the Provisoes and Agreements herein before expressed, limited and declared, as by the said *G. V.* his Heirs or Assigns, or by his or their Counsel learned in the Law, shall

be reasonably advised, devised or required, be it by Fine, Feoffment, Recovery or otherwise howsoever; so as the Person or Persons who shall be required to make such Assurance, be not compelled or compellable, for the doing thereof, to travel further than the Cities of *London* and *Westminster*, or one of them. **In Witness, &c.**

Special Provisoos and Covenants in a Settlement, where the Wife is evicted of her Jointure by another Jointress, to pay her Rents of an Estate, and a Sum of Money as a Recompence, or to settle other Lands instead thereof; and if she dies soon, the Husband to repay Part of her Fortune, &c.

AND as for, touching and concerning the Estate before limited in these Presents to the said *A. B. C. D.* and *E. F.* and their Heirs during the Life of the said *M. J.* the true Intent and Meaning thereof is, and is hereby so declared to be, That the said *A. B. C. D.* and *E. F.* and their Heirs shall and may yearly and every Year during the Life of the said *M. J.* have, take and receive out of the Manors, Lands, Tenements, and Hereditaments to them so before limited, one Annuity or yearly Rent-Charge or Sum of 300 *l.* to be paid to the said *M. J.* yearly and every Year during her said Life, without any Deduction or Abatement of or for any Manner of Taxes, Assessments or other Charges whatsoever, at the four most usual Feasts in the Year, (that is to say) the Feasts of, &c. by even and equal Portions; the first Payment thereof to begin and to be made, at such of the said Feasts as shall first and next happen

happen after the Commencement of the said Estate, in full Bar, Recompence and Satisfaction of and for all Dower, Thirds and Jointures, which the said *M. J.* is or may be intituled unto either in Law or Equity of, in or out of all or any Part of the said Manors and Premisses above mentioned; And the Overplus of the Rents, Issues and Profits of the said Premisses to pay and deliver over to such Person or Persons to whom the said Premisses are in and by these Presents limited, next and immediately after the Death of the said *M. J.* **Provided** always, and upon this further Trust in them the said *A. B. C. D. and E. F.* and their Heirs and every of them reposed, That in Case the said *M. J.* shall refuse to accept of the said Annuity of Rent-Charge of 300 *l. per Annum* as aforesaid, and shall resort to any Jointure or Dower whereunto she shall or may be intituled either in Law or Equity, and thereupon evict the said *S. R.* of any Part or Parcel of the Manors, Lands, Tenements and Hereditaments hereby limited to the said *S. R.* for her Jointure, That then the said *A. B. C. D. and E. F.* and their Heirs, shall and may well and truly pay or cause to be paid, and are hereby intrusted to pay unto the said *S. R.* out of the Manors and Premisses to them limited as aforesaid, during the Life of the said *M. J.* the full, compleat and entire Rent and yearly Value of all and every the said Manors, Lands, Tenements and Hereditaments which shall be so evicted as aforesaid; The said Payment or Payments to be made at the two most usual Feasts in the Year, that is to say, *Ec.* and the first Payment thereof to be made at or upon which of the said Feasts shall first happen after such Eviction, or other Time or Times

Times to which any such Eviction shall or may relate. **AND** as for, touching and concerning the said Term of 500 Years above limited to the said G. H. J. K. and L. M. their Executors, &c. the true Intent and Meaning thereof is and is hereby declared to be, upon Trust and to the Intents and Purposes following, (that is to say) That in Case the said T. R. shall die or depart this Life leaving no Issue on the Body of the said S. R. begotten, nor the said *S. privement ensient* of a Child; which shall be afterwards born alive, That then the said G. H. J. K. and L. M. and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, shall and may at and upon the Request and Desire of the said S. R. to be made by her the said S. R. within six Months after the Death of the said T. R. by Mortgage or Sale of the said Premises so limited to them for the Term of 500 Years, as aforesaid, or in a competent Part thereof, or otherwise, raise and levy the Sum of 4000 l. of lawful Money, &c. to be paid to the said S. R. in full Recompence, Bar and Satisfaction of her Jointure, the said S. R. at the Time of the Payment thereof transferring her said Jointure to the next in Remainder of the said Jointure Lands, by such Ways and Means as the Counsel learned in the Law of such Person or Persons in Remainder after the Determination of the same Term shall reasonably advise, devise and require; the said Person in Remainder bearing and paying all the Charges in, for and about the Execution of the same. **AND** in Case the said T. R. and S. R. or either of them shall die, leaving no Issue Male on their Bodies begotten, but one or
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more Daughter or Daughters, or if the said *S. R.* at the Time of the Death of the said *T. R.* shall be enſient of a Child or Children, which ſhall be a Daughter or Daughters, That then the ſaid Term ſo limited as aforeſaid, ſhall be and is hereby declared to be in Truſt for raiſing 5000*l.* of lawful Money, &c. out of the Manors, Lands and Tenements in the ſaid Term comprised, either by Mortgage, Sale or otherwiſe, to be paid to ſuch Daughter or Daughters at her or their reſpective Age or Ages of twenty-one Years, or Days of Marriage, which ſhall firſt happen, ſuch Marriage being by and with the Conſent of ſuch of her or their Parents as may be then living; But in Caſe either of them the ſaid *T. R.* and *S. R.* ſhall die, leaving Iſſue Sons and Daughters, or a Son and Daughter on their Bodies begotten; or in Caſe the ſaid *S. R.* having a Son before alive, ſhall be enſient of a Child or Children by the ſaid *T. R.* at the Time of his Deceafe, then the ſaid Term of five hundred Years is intended and hereby declared to be upon this further Truſt, and to the End, Intent and Purpoſe, that the ſaid Truſtees and the Survivors and Survivor of them, and his Executors and Adminiſtrators, ſhall out of the Rents, Iſſues and Profits of the Premiffes ſo limited to them for the ſaid Term of five hundred Years as aforeſaid, pay or cauſe to be paid to the eldeſt Son or Heir Male of the ſaid *T. R.* on the Body of the ſaid *S. R.* begotten, the yearly Sum of 150*l.* for his Maintenance from ſuch Time as he ſhall attain his Age of, &c. Years; and alſo by Mortgage of all or any Part of the ſaid Premiffes, or otherwiſe, raiſe and levy the Sum of 3000*l.* of, &c. for the younger

younger Children of him the said *T. R.* on the Body of the said *S. R.* begotten, to be equally paid and divided amongst them; every Daughter's Part to be paid to her or them, at her or their respective Ages of twenty-one Years, or Days of Marriage, which shall first happen; and every of the Son's Part or Parts to be paid to him or them, at his or their respective Ages of twenty-one Years; And in Case any of them die before his, her or their respective Age or Ages, at which their said Portions are hereby appointed to be paid, then the Share or Shares of him, her and them so dying shall go to, and be equally divided amongst the surviving younger Child or Children; and if any of them happen by the Death of the eldest Son to be Heir, and in the Place of the eldest Son, then his Part or Portion shall go to and be equally divided amongst the remaining younger Children. **Provided** always, and upon this further Trust and Confidence in them the said *G. H. J. K.* and *L. M.* their Executors and Administrators reposed, that in Case the said *T. R.* dies before the said *S. R.* or that both of them die, then the respective Child or Children of the said *T. R.* and *S. R.* shall be maintained and educated by the said Trustees, and the Survivors and Survivor of them, and his Executors or Administrators, out of the Rents, Issues and Profits of the Premises so limited to them for the Term of five hundred Years as aforesaid, until their respective Ages, at which they are to have, take and receive his, her or their Portions as aforesaid. **Provided** also, and upon this Condition, and it is hereby declared to be the true Intent and Meaning of all the Parties to these Presents, That in Case the

the Heir at Law, or he in Remainder, or such Person or Persons, to whom the Premises shall descend or come next and immediately after the Determination of the said Term of five hundred Years, shall and will well and truly pay, or cause to be paid, to the good Liking and Approbation of the said *G. H. J. K.* and *L. M.* or the major Part of them, the Survivors and Survivor of them, and the Executors or Administrators of such Survivor, all and every the respective Sums of Money aforesaid, to such Person or Persons as they shall happen to become due and payable to, at the respective Times above mentioned and declared; and shall secure the said Sum of 4000*l.* in Case the said *S. R.* shall require it to be secured, by and with her own Allowance and Approbation, and not otherwise; and shall also secure such Maintenance for all and every the Children aforesaid, as the said *G. H. J. K.* and *L. M.* and the Survivors and Survivor of them, his Executors and Administrators are impowered and required to find and make for the said Children until they come to and attain the several and respective Ages aforesaid, hereby declared for the several and particular Payments before limited, ordered and appointed to the said Children respectively; the said *G. H. J. K.* and *L. M.* their Executors and Administrators first deducting and detaining to themselves all and every such Sum and Sums of Money and reasonable Charges, as they and every of them shall expend and be put unto in and about the Execution of this Trust; Then and after the Performance of the said Trusts herein before mentioned, the said Term of five hundred Years shall wait upon and attend the Inheritance

tance of the said Premisses, and the said *G. H. J. K.* and *L. M.* and the Survivors and Survivor of them, and his Executors and Administrators, shall upon the Request and at the Charges of such Heir and Person to whom the said Premisses shall next and immediately after the Determination of the said Term of five hundred Years, descend, remain or come, assign, set over and transfer the said Term and the Premisses therein mentioned to the said Heir or Person to whom the said Premisses shall so descend and come; and also give and yield up to such Heir or Person a true Account of, and pay over to him all and every such Sum or Sums of Money as shall be then remaining in their or any of their Hands, for or by Reason of the Trust aforesaid.

And the said *T. R.* for himself, his Heirs and Assigns, doth covenant, grant and agree to and with the said *G. H. J. K.* and *L. M.* their Heirs, Executors and Administrators by these Presents, That if at any Time after the Decease of the said *T. R.* the said *S. R.* shall be lawfully evicted or put out of the said Manor, Lands and Premisses, limited to her as aforesaid for her Jointure, or any Part or Parcel thereof, That then and from thenceforth the said *G. H. J. K. &c.* and their Heirs, shall stand and be seised of and in so much of the Manor of, *&c.* situate, *&c.* as shall amount to the clear yearly Value of such and so much of the said Manor, Lands and other the Premisses above mentioned, as shall be evicted or taken away, **To** the Use of the said *S. R.* for the Term of her natural Life, and after her Decease, to the Use of the right Heirs of the said *T. R.* for ever: **And also**, that at the Time of such

such Eviction and taking away of the said Manor, Lands and Premises first above mentioned, or any Part thereof, the said Manor of, &c. aforesaid and Lands thereunto belonging, shall remain and be clearly discharged, or during the natural Life of the said S. R. shall be sufficiently kept and saved harmless of and from all Manner of Estates, Charges and Incumbrances whatsoever had, made, done or willingly suffered, or to be had, made, &c. by the said T. R. or any Person or Persons having or claiming, or which hereafter shall or may have or claim any Thing in the Premises by, from or under him the said T. R. Or, **And** the said T. R. doth for himself, his Executors and Administrators, covenant, promise, grant and agree to and with the said G. H. J. K. and L. M. their Executors and Administrators by these Presents, that if the said S. shall happen to survive and outlive him the said T. R. and shall at any Time after his Decease be lawfully evicted or put out of or from the said Manor, Lands and Premises limited to her as aforesaid for her Jointure, or any Part or Parcel thereof, that then the Executors or Administrators of the said T. R. shall well and truly pay or cause to be paid unto the said S. R. so much lawful Money of *Great Britain* for the said Premises or Part thereof, being so evicted from the said S. T. as aforesaid, as the same shall amount unto at the Rate of seven Years Purchase, and according to the true yearly Value of the same, within six Months after any such Eviction. **And** the said T. R. for himself, his Executors and Administrators, doth further covenant and grant to and with the said G. H. J. K. &c. their Executors, Administrators and Assigns by

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these Presents, That in Case the said *S.* shall happen to die within two Years after the said Marriage had and solemnized as aforesaid, without having any Issue of her Body lawfully begotten by the said *T. R.* then living, that then and in such Case the said *T. R.* his Executors or Administrators shall and will for and in Respect of the said Sum of 3000 *l.* of lawful Money of *Great Britain* by him received as the Marriage Portion of the said *S.* repay and satisfy or cause to be repaid and satisfied unto the said *G. H.* the Sum of 1500 *l.* of lawful Money of *Great Britain* at one intire Payment, within four Months next after the Decease of the said *S. T.* **And further** the said *T. R.* doth covenant, &c. That if the said *S.* do happen to die in the Life-time of the said *T. R.* that it shall and may be lawful to and for the said *S.* at her free Will and Pleasure to make, publish and declare a Will and Testament in Writing under her Hand and Seal, and thereby to dispose, give and bequeath to any of her Children, Servants or Friends, for their Preferment and Advancement, any Sum or Sums of Money whatsoever, not exceeding in the whole the Sum of 600 *l.* of the Personal Estate, Goods and Chattels of him the said *T. R.* without any Let, Disturbance or Contradiction of the said *T. R.* and in as large and ample Manner as if the said *S.* were a Feme Sole and unmarried, and the said Money or Goods were then her own.

And it is hereby declared and agreed by and between the said Parties to these Presents, that if the said *R. J.* shall have a Son by him begotten on the Body of the said *M.* his Wife, living at the Time of the Decease of the
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the said R. J. or born after his Death, and shall have any other Child or Children by him begotten on the Body of the said M. that shall be living at the Time of his Decease, or be born afterwards, and it shall happen that such other Child or Children have no sufficient Livelihood, Maintenance or Preferment, then upon further Trust that the said A. B. and C. D. and the Survivor of them, the Executors and Administrators of such Survivor, shall until such other Child or Children of the said R. J. (other than the eldest Son of the said R.) without such Maintenance or Livelihood as aforesaid, shall attain unto their several and respective Ages of twenty-one Years or Days of Marriage, after the several and respective Deceases of the said R. J. and M. his Wife, or of either of them, out of the Rents, Issues and Profits of the said Manors and Premises, raise and pay, or cause to be raised and paid to and for every such Child and Children, (except the eldest Son of the said R. J. aforesaid) severally and respectively the yearly Sum or Sums of, &c. for his, her and their respective Maintenances. And it is further declared and agreed by and between all the said Parties to these Presents, that in Case the said R. J. shall have a Son by him begotten on the Body of the said M. his Wife, who shall in the Lifetime of the said R. or after, come to the full Age of twenty-one Years, or be married, and shall have any other Child or Children by him also begotten on the Body of the said M. his Wife, and living at the Time of the Decease of the said R. J. or born after his Decease, That then the said A. B. and C. D. and the Survivor of them, the Executors and Ad-

ministrators of such Survivor, out of the Rents, Issues and Profits of the Premisses so limited to them as aforesaid, or by Sale, Lease or Mortgage thereof, or of any Part thereof, after the several Deceases of them the said R. 7. and M. his Wife, shall raise such Sum and Sums of Money, not exceeding in the whole the Sum of, &c. for the Portion and Portions, further Maintenance and Maintenances of all and every such Children of the said R. 7. (other than the eldest Son of the said R.) and to be paid at such Time and Times, and in such Proportion and Proportions as the said R. 7. by any Writing under his Hand and Seal executed and testified by three or more credible Witnesses, or by his last Will and Testament in Writing, shall limit, declare and appoint. **And** it is hereby further declared by all the said Parties to these Presents, That from and after the said Sum or Sums of, &c. and the said Sum of, &c. before mentioned shall be raised and paid in Manner aforesaid, that then the said A. B. and C. D. and the Survivor of them, the Executors and Administrators of such Survivor shall convey, surrender, assign and yield up the Remainder and Remainders of the said Term of ninety-nine Years, to such Person or Persons to whom the next and immediate Reversion and Inheritance of the said Premisses expectant on the said Term shall then for the Time being belong by Virtue of these Presents, or by any other Ways or Means whatsoever, discharged of all Incumbrances at any Time then before to have been made by them the said A. B. and C. D. or either of them, their or either of their Executors, Administrators or Assigns. **Provided** always, that if the said R. 7. shall have

have Issue by the said *M.* his Wife several Sons, or one Son and one or more Daughter or Daughters, and all the said younger Sons and Daughter or Daughters shall happen to die before their Ages of twenty-one Years, or Days of Marriage, then the said Term of, &c. Years, shall not extend to charge the said Manors and Premisses, with the said Sum or Sums of, &c. for such younger Son or Sons or Daughters respectively. **Provided also,** that in Case the said Sum or Sums of, &c. or any Part thereof, shall become payable to the said younger Son and Sons, or Daughter and Daughters as aforesaid, and such Person or Persons to whom the Reversion, Freehold or Inheritance of the said Premisses, or any Estate in Remainder immediately expectant on the said several and respective Terms, according to the Limitations herein before contained shall for the Time being come, descend or appertain, shall within one Year next after the Decease of the said *R.* 7. well and truly pay or cause to be paid, or to the good Liking of the said *A. B.* and *C. D.* or the Survivor of them, his Executors, Administrators and Assigns, secure or cause to be secured to be paid to such younger Son or Sons, Daughter or Daughters, the said Sum or Sums of, &c. in such Manner, and at such Time and Times as the same are respectively payable as aforesaid, or within six Months after the same or any Part thereof shall be so payable, and shall also pay or secure to be paid as aforesaid to such Son and Sons, &c. all and every the said yearly Maintenances of, &c. respectively as aforesaid, then the said respective Terms of ninety-nine Years so limited to the said *A. B.* and *C. D.* as

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aforesaid shall cease, determine and be void; any Thing herein before contained to the contrary thereof in any wise notwithstanding.

A large double Marriage Settlement in one Deed, in which after the Husband's Father hath first settled his Estate, then the Wife's Father settles Lands upon the intended Husband and Wife, and their Issue, &c. and afterwards makes a Settlement of other Manors and Lands on himself and his Wife, and other Children, containing several Grants of Annuities, and great Variety of Limitations, Provisoos and special Covenants.

THIS Indenture Quinquepartite, made &c. Between Sir A. B. of, &c. and J. B. Son and Heir apparent of the said A. B. C. D. of, &c. and H. D. of &c. of the first Part, Sir E. F. of, &c. Dame M. F. his Wife, and L. F. one of the Daughters of the said Sir E. F. of the second Part, G. J. of, &c. and T. K. of, &c. of the third Part, N. P. of, &c. and R. S. of, &c. of the fourth Part, and S. T. of, &c. and T. Y. of, &c. of the fifth Part. **Whereas** a Marriage is intended by the Permission of God shortly to be had and solemnized by and between the said J. B. and L. F. **Now this Indenture witnesseth**, that in Consideration of the said intended Marriage, and to the End to settle and assure the Manors, Messuages, Lands, Tenements and Hereditaments herein after mentioned to such Uses, upon such Trusts, and to and for such Intents and

and Purposes, and under and subject to such Provisoos and Agreements as are herein after mentioned, expressed and declared ; And also in Consideration of the Settlement herein after contained by and on the Part of the said Sir *E. F.* and Dame *M. F.* his Wife, being in Lieu and Satisfaction of and for Part of the Marriage Portion of the said *L. F.* And for and in Consideration of the Sum of 3000 *l.* of lawful Money, &c. to him the said Sir *A. B.* in Hand paid by the said Sir *E. F.* by and with the Consent, Direction and Appointment of the said *J. B.* testified by his being made a Party to and Sealing and Delivery of these Presents, as and for the Residue and in full of the Marriage Portion of the said *L. F.* the Receipt of which said Sum of 3000 *l.* they the said Sir *A. B.* and *J. B.* do hereby acknowledge, and thereof and of every Part and Parcel thereof, do acquit, release and discharge the said Sir *E. F.* his Executors, Administrators and Assigns for ever by these Presents, and of 10 *s.* a-piece of like lawful Money to the said Sir *A. B.* *J. B.* *C. D.* and *H. D.* in like Manner paid by the said *G. J.* and *T. K.* at or before the Sealing and Delivery of these Presents, the several Receipts whereof are hereby also acknowledged, and for divers other good Causes and Considerations them the said Sir *A. B.* *J. B.* *C. D.* and *H. D.* thereunto moving, They the said Sir *A. B.* and *J. B.* and also the said *C. D.* and *H. D.* at the Request and by the Direction and Appointment of the said Sir *A. B.* and *J. B.* testified by their being Parties to, and their Sealing and Delivery of these Presents, Have and every of them hath granted, bargained, sold, aliened, released and confirmed,

firmed, and by these Presents **Do** grant, &c. unto the said *G. J.* and *T. K.* (in their actual Possession now being by Virtue of a Bargain and Sale to them thereof made for one Year, &c.) and to their Heirs, **All** those the Manors or Lordships of, &c. and all and singular Messuages, Lands, Tenements, Buildings, Orchards, Gardens, Parks, Tithes, Advowsons, Donations, free Dispositions and Rights of Patronage, Feedings, Woods, Underwoods, Wastes, Commons, Mines, Minerals, Watercourses, Mills, Fishings, Fishing Places, Rents, Services, Courts Leet, Courts Baron, Fairs, Markets, Tolls, Escheats, Heriots, Reliefs, Waifs, Estrays, Goods and Chattels of Felons and Fugitives, and Felons of themselves, Deodands, Fines, Amerciaments, and all other Rights, Jurisdictions, Privileges, Immunities, Commodities, Advantages and Hereditaments whatsoever to the said Manors or Lordships or any of them, or any Part thereof belonging, or in any wise appertaining, or therewith or with any of them now or at any Time heretofore used, occupied or enjoyed, or accepted, reputed or known as Part, Parcel or Member of them or any of them, situate, lying and being, &c. **And** the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Manors, Lordships, Messuages, Lands, Tenements, Hereditaments and Premises above mentioned, and of every of them, and every Part thereof; **And** all the Estate, Right, Title, Interest, Trust Property, Claim and Demand whatsoever of them the said *Sir A. B. J. B. C. D.* and *H. D.* and every of them, of, in, to or out of the said Manors, Messuages, Lands, Tenements and

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Premises, or any of them, or any Part thereof; **To have and to hold** the said Manors, Lordships, Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises above mentioned, and every of them, and every Part and Parcel thereof, with the Appurtenances unto the said G. J. and T. K. their Heirs and Assigns, **To** the only Use and Behoof of them the said G. J. and T. K. and their Heirs and Assigns, **To the Intent** and Purpose that they the said G. J. and T. K. may become perfect Tenants of the Freehold of the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises, to the End that one or more common Recovery or Recoveries may be thereof had and suffered in such Manner as is herein after expressed; **For** which Purpose it is hereby declared and agreed by and between all the said Parties to these Presents, that it shall and may be lawful to and for the said N. P. and R. S. at the Costs and Charges of the said Sir A. B. on this Side and before the End of *Michaelmas* Term next ensuing the Date of these Presents, to sue forth and prosecute one or more Writ or Writs of Entry *Sur Disseisin in le Post*, returnable, &c. and by such Writs respectively to demand all and every the said Manors, Messuages, Lands, Tenements and Premises against the said G. J. and T. K. to which said Writs of Entry, they the said G. J. and T. K. shall appear *gratis* in their own Persons, or by their Attornies thereto lawfully authorized, and vouch to Warranty the said J. B. who shall also appear *gratis* in his own Person, or by his Attorney thereunto lawfully authorized, and enter into the Warranty, and vouch over to Warranty the said Sir
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A. B. who shall likewise appear *gratis* in his own Person, or by his Attorney thereto lawfully authorized, and enter into the said Warranty, and vouch over the common Vouchee, who shall make Default, so as Judgment may be thereupon had and given for the said *N. P.* and *R. S.* to recover the said Manors, Messuages, Lands, Tenements, Hereditaments and Premisses against the said *G. J.* and *T. K.* and for them to recover in Value against the said *J. B.* and for him to recover in Value against the said Sir *A. B.* and for himself to recover in Value against the said common Vouchee, or respective common Vouchees; And that Execution may be thereupon awarded accordingly, and all and every other Act and Thing may be done and executed needful and requisite for the levying and suffering such common Recovery or Recoveries, with Vouchers as aforesaid, according to the usual Course of common Recoveries in such Cases used. And it is declared and agreed by and between all the said Parties to these Presents, that after the said Recovery or Recoveries so as aforesaid, or in any other Manner, or at any other Time or Times to be had and executed, as well these Presents, and the Assurance hereby made of the said Manors and other the Premisses above-mentioned, and also the said Recovery or Recoveries, and all other Assurances and Conveyances heretofore had, made or executed, or hereafter to be had, made and executed by or between the said Parties to these Presents, or any of them, or whereunto they or any of them shall be Parties or Privies of the said Manors, Messuages, Lands, Tenements, Hereditaments and Premisses, or any of them, or any
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Part thereof, **Shall** be and enure, and shall be adjudged, deemed and taken, and are and were meant and intended to be and enure, and the Recoverors in the said Recovery or Recoveries, and their Heirs, shall stand and be seised of all and every the said Manors, Messuages, Lands and Premisses, **To** such Uses, upon such Trusts, and to and for such Intents and Purposes, and under and subject to such Provisoos, Limitations and Agreements, as are herein after mentioned, limited, expressed and declared of and concerning the same, (that is to say) **To** the Use and Behoof of the said Sir *A. B.* and his Heirs until the Solemnization of the said intended Marriage; And from and immediately after the Solemnization of the said intended Marriage, **Then** to the Use and Intent, that he the said *J. B.* and his Assigns shall and may have, receive and take out of the said Manors, Messuages, Lands, Tenements and Premisses before mentioned, yearly and every Year during the Term of his natural Life, the Rent or yearly Sum of 800*l.* of lawful Money, &c. payable and to be paid at or in, &c. on or upon the two most usual Feasts or Days of Payment in the Year, that is to say, the Feast of, &c. and the Feast, &c. in every Year, by even and equal Portions; the first Payment thereof to begin and to be made on or upon such of the said Feasts or Days of Payment as shall next happen after the Solemnization of the said Marriage: And to the further Intent and Purpose, that if it shall happen the said Rent or yearly Sum of 800*l.* or any Part thereof to be behind or unpaid, &c. (Here the usual Clause of Distress and Entry for Non-Payment.) **And** to this further Use, Intent or
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Purpose, that immediately from and after the Decease of the said *J. B.* she the said *L. M.* and her Assigns, shall and may yearly and every Year during the Term of her natural Life, have, receive and take out of the said Manors, Messuages, Lands, Tenements, Hereditaments and Premisses above mentioned, the yearly Rent or Sum of 600*l.* of like lawful Money, as and for her Jointure, and in Lieu, Bar and Satisfaction of her Dower and Thirds at the Common Law, payable and to be paid at or upon, &c. the first Payment thereof to be, begin and to be made on or upon such of the said Feasts or Days, as shall then next happen after the Decease of the said *J. B.* (with Clause of Distress and Entry, &c.) **And** as for and concerning all the said Manors of, &c. and Messuages, Lands, Tenements, Hereditaments and Premisses before mentioned, lying and being in, &c. from and immediately after the Solemnization of the said intended Marriage, (charged and chargeable with, and subject and liable to the Payment of the aforesaid several yearly Sums of 800*l.* and 600*l.* in Manner aforesaid) **To** the Use and Behoof of the said *G. J.* and *T. K.* and their Heirs, for and during the natural Life of the said *J. B.* **In Trust** nevertheless and for the only Benefit of the said Sir *A. B.* and his Heirs during the Life of the said *J. B.* **And** as for and concerning all other the Manors, Messuages, Lands and Premisses above mentioned, whereof no Use is herein before limited to the said *G. J.* and *T. K.* and their Heirs during the Life of the said *J. B.* in Trust as aforesaid, from and immediately after the Solemnization of the said intended Marriage, charged with
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and subject and liable to the Payment of the said several yearly Sums of 800*l.* and 600*l.* **To** the Use and Behoof of the said Sir *A. B.* for and during the Term of ninety-nine Years, from thence next ensuing and fully to be compleat and ended, if he the said Sir *A. B.* so long live, without Impeachment of or for any Manner of Waste; And from and after the Determination of that Estate, Then (charged and chageable as aforesaid) to the Use of the said *G. J.* and *T. K.* and their Heirs, for and during the natural Life of the said Sir *A. B.* Upon Trust, to preserve and support the contingent Uses and Estates herein after limited, from being defeated and destroyed, and for that Purpose to make Entries and bring Actions as the Case shall require; but nevertheless to permit and suffer the said Sir *A. B.* and his Assigns, for and during his natural Life, to take and receive the Rents, Issues and Profits thereof, and of every Part thereof to and for his and their own Use and Benefit; And from and after the Decease of the said Sir *A. B.* then **To** the Use of the said *N. P.* and *R. S.* their Executors, Administrators and Assigns, for and during and unto the full End and Term of 300 Years from thence next ensuing and fully to be compleat and ended, without Impeachment of or for any Manner of Waste, Upon such Trusts nevertheless, and to and for such Intents and Purposes, and under and subject to such Provisoos and Agreements as are herein after expressed and declared of and concerning the same Term; And from and after the End, Expiration or other sooner Determination of the said Term of 300 Years, then **To** the Use and Behoof of the said *J. B.* for
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and during the Term of ninety-nine Years, from thence next ensuing and fully to be compleat and ended, if he the said *J. B.* shall so long live, without Impeachment of or for any Manner of Waste; And from and after the Determination of that Estate, then **To** the Use of the said *G. J.* and *T. K.* and their Heirs, for and during the natural Life of the said *J. B.* Upon Trust, and to the Intent to support the contingent Uses and Estates herein after limited, from being defeated or destroyed, and for that Purpose to make Entries and bring Actions, as the Case shall require; But nevertheless to permit and suffer the said *J. B.* and his Assigns, for and during the Term of his natural Life, to receive and take the Rents, Issues and Profits thereof, and of every Part thereof to and for his and their own Use and Benefit; And from and after the several Deceases of the said Sir *A. B.* and *J. B.* and the End or other sooner Determination of the aforesaid Term of 300 Years, **Then** as to, for and concerning all and every the last mentioned Manors, Messuages, Lands, Tenements and Premisses, and also as for and concerning all and singular the Manors, Messuages, Lands, Tenements, Hereditaments and Premisses herein before limited to the Use of the said *G. J.* and *T. K.* and their Heirs during the Life of the said *J. B.* In Trust for the said Sir *A. B.* as aforesaid, from and immediately after the Decease of the said *J. B.* charged and chargeable with, and subject and liable to the Payment of the said yearly Sums of 800*l.* and 600*l.* as aforesaid, **To** the Use and Behoof of the said *S. T.* and *T. T.* their Executors, Administrators and Assigns, for and during

during the Term of 100 Years, from thence next ensuing and fully to be compleat and ended, without Impeachment of or for any Manner of Waste, upon such Trusts nevertheless, and to and for such Intents and Purposes, and under such Provisoos and Agreements as are herein after expressed and declared of and concerning the said Term; And from and after the End, Expiration or other sooner Determination of the aforesaid several and respective Estates and Terms herein before limited, as and when the same shall respectively end and determine, charged and chargeable with and subject and liable to the Payment of the said several yearly Sums of 800*l.* and 600*l.* **To** such Uses, upon such Trusts, and to and for such Intents and Purposes, and under and subject to the Provisoos, Limitations and Agreements as are herein after mentioned, expressed and declared, (that is to say) **To** the Use and Behoof of the first Son of the Body of the said *J. B.* on the Body of the said *L.* his intended Wife, lawfully to be begotten, and of the Heirs Males of the Body of such first Son lawfully issuing; And for Default of such Issue, then **To** the Use and Behoof of the second Son of the Body of the said *J. B.* on the Body of the said *L.* lawfully to be begotten, and of the Heirs Males of the Body of such second Son lawfully issuing; And for Default of such Issue, then **To** the Use and Behoof of the third, fourth, fifth, sixth, seventh, and of all and every other the Son and Sons of the Body of the said *J. B.* on the Body of the said *L.* his intended Wife lawfully to be begotten, severally, successively and in Remainder one after another, as they and every of them shall be in

Seniority of Age, and Priority of Birth, and of the severall and respective Heirs Males of the Body and Bodies of all and every such Son and Sons lawfully issuing; the elder of the said Sons, and the Heirs Males of his Body issuing, always to be preferred and to take before the younger of the said Sons and the Heirs Male of his Body issuing; And in Case the said *L.* shall happen to be *Ensient* of a Child or Children by the said *J. B.* at the Time of his Decease, then **To** the Use of the said *G. J.* and *T. K.* and their Heirs, until the said *L.* shall be delivered of such Child or Children or dye, which shall first happen; **In Trust** for such Person or Persons as shall be next in Reversion or Remainder of the Premisses, by Virtue of the Limitations herein contained; And if such after-born Child or Children shall happen to be a Son or Sons, then **To** the Use and Behoof of all and every such after-born Son and Sons lawfully to be begotten, severally, successively and in Remainder one after another, as they and every of them shall be in Seniority of Age, and Priority of Birth, and of the severall and respective Heirs Male of the Body and Bodies of all and every such after-born Son and Sons lawfully issuing, &c. And for Default of such Issue, then **To** the Use of the said *S. T.* and *T. T.* their Executors, Administrators and Assigns, for and during the Term of 200 Years from thence next ensuing and fully to be compleat and ended, without Impeachment of or for any Manner of Waste, upon such Trusts, and to and for such Intents and Purposes, and under and subject to such Provisoos and Agreements, as are herein after expressed and declared of and concerning the same; And from and after

after the End, Expiration or other sooner Determination of the said Term of 200 Years, then **To** the Use and Behoof of the first Son of the Body of the said *J. B.* on the Body of any other Woman or Women, which he shall hereafter marry after the Decease of the said *L.* his intended Wife, lawfully to be begotten, and of the Heirs Males of the Body of such first Son lawfully issuing; And for Default of such Issue, then **To** the Use and Behoof of the second, third, fourth, fifth, sixth, seventh, and all and every other the Son and Sons of the Body of the said *J. B.* on the Body of any such other Woman or Women, as he shall hereafter happen to marry after the Decease of the said *L.* as aforesaid, lawfully to be begotten, severally and successively, &c. And in Case any such Woman, as the said *J. B.* shall hereafter marry, after the Decease of the said *L.* shall be *Enfient* of a Child or Children by him at the Time of his Decease, then **To** the Use of the said *G. J.* and *T. K.* and their Heirs, until such Woman shall be delivered of such Child or Children, or die, which shall first happen; **In Trust** for such Person and Persons to whom the next and immediate Reversion and Remainder of the Premises, shall for the Time being belong, by Virtue of these Presents; And if such after-born Child or Children shall be a Son or Sons, then **To** the Use and Behoof of all and every such after-born Son and Sons lawfully issuing, &c. And for Default of such Issue, then **To** the Use and Behoof of *W. B.* one other of the Sons of the said Sir *A. B.* for and during the the Term of ninety-nine Years from thence next ensuing and fully to be compleat and ended, if he the said *W. B.* so long live, without

Impeachment of or for any Manner of Waste; And from and after the Determination of that Estate, then **To** the Use of the said G. J. and T. K. and their Heirs for and during the natural Life of the said W. B. &c. And from and after the Decease of the said W. B. then **To** the Use and Behoof of the first Son of the Body of the said W. B. lawfully to be begotten, and of the Heirs Male of the Body of such first Son lawfully issuing; And for Default of such Issue, then **To** the Use and Behoof of the second, third, fourth, fifth, sixth, seventh, and all every other the Son and Sons of the Body of the said W. B. lawfully to be begotten, &c. (with like Provision for after-born Children as above); And for Default of such Issue, then **To** the Use and Behoof of all and every other the Son and Sons of the Body of the said Sir A. B. lawfully to be begotten, severally, successively and in Remainder one after another, as they and every of them shall be in Seniority of Age and Priority of Birth, and of the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing; the elder of the same Sons and the Heirs Male of his Body issuing, always to be preferred and to take before the younger of the said Sons and the Heirs Males of his and their Body and Bodies issuing; And in Case any Woman, which the said Sir A. B. shall hereafter happen to marry, shall be *enslaved*, &c. (as before); And for Default of such Issue, then **To** the Use and Behoof of the said Sir A. B. and his Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever. **And this Indenture further witnesseth**, that the said Sir E. F. and Dame M. F. his Wife, in Consideration of the said

saïd intended Marriage, and of the Grant and Settlement herein before made by the saïd Sir *A. B.* and *J. B.* &c. and of the Sum of 100. of lawful Money, &c. to the saïd Sir *E. F.* and Dame *M. F.* his Wife in Hand paid by the saïd *G. J.* and *T. K.* at and before the Sealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, and for divers other good Causes and Considerations them thereunto moving, They the saïd Sir *E. F.* and Dame *M. F.* **Have** and each of them hath granted, bargained, sold, aliened, released and confirmed, and by these Presents do, and each of them doth grant, &c. unto the saïd *G. J.* and *T. K.* (in their actual Possession now being by Virtue of a Bargain and Sale, &c.) and to their Heirs, **All** that the Manor or Lordship of, &c. and all other the Manors, Lordships, Messuages, Lands, Tenements and Hereditaments whatsoever of him the saïd Sir *E. F.* situate, lying and being in, &c. And also the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the saïd Manors, Messuages, Lands, Tenements, Hereditaments and Premisses last before mentioned, and of every of them, and of every Part and Parcel thereof; And all the Estate, Right, Title, Interest, Trust, Claim and Demand whatsoever of him the saïd Sir *E. F.* of, in, to or out of the saïd Manors, &c. **To have and to hold** the saïd Manors, Messuages, Lands, Tenements, Hereditaments and all and singular the Premisses last above mentioned to be hereby granted and released unto the saïd *G. J.* and *T. K.* their Heirs and Assigns, **To** such Uses, upon such Trusts, and to and for such Intents and Purposes, and under and subject to such Provisoës, Limitations and Agreements

as are herein after expressed, limited and declared of and concerning the same, that is to say, **To** the Use of the said Sir *E. F.* and his Heirs, until the Solemnization of the said intended Marriage; And from and immediately after the Solemnization of the said intended Marriage, then **To** the Use of the said *G. J.* and *T. K.* their Executors, Administrators and Assigns for and during the Term of eighty Years, from thence next ensuing and fully to be compleat and ended, if they the said *J. B.* and *L.* his intended Wife shall both of them so long jointly live; upon this special Trust and Confidence nevertheless, and to the Intent and Purpose, that they the said *G. J.* and *T. K.* their Executors, Administrators and Assigns, shall and do yearly and every Year by and out of the Rents, Issues and Profits of the said Manors, Messuages, Lands, Tenements and Premisses last above mentioned, pay or cause to be paid into the proper Hands of the said *L.* or to such Person or Persons as she shall from Time to Time, notwithstanding her Coverture, by any Writing or Writings under her Hand and Seal, attested by two or more credible Witnesses, direct and appoint, the yearly Sum of 200*l.* of lawful Money, &c. to be disposed of and laid out for her own personal and peculiar Maintenance and Expences, at her own free Will and Pleasure, without the Order, Direction, Controul or intermeddling of the said *J. B.* notwithstanding the Coverture between them, payable and to be paid at the two most usual Feasts or Days of Payment in the Year, that is to say, the Feast of, &c. in every Year, during the Continuance of the said Term of eighty Years, determinable as aforesaid, by even and equal Portions; the
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and Jointures of Lands, &c. 453

first Payment thereof to begin and to be made at or upon such of the said Feasts as shall next happen after the Solemnization of the said intended Marriage; And it is hereby declared and agreed by and between all the said Parties to these Presents, that the Receipt of the said *L.* under her Hand, shall from Time to Time be a sufficient Discharge to the Person or Persons to whom any such Receipt shall be given, for so much of the said yearly Sum of 200*l.* whereof such Receipt shall be made as aforesaid. **And** upon this further Trust, that they the said *G. J.* and *T. K.* their Executors, Administrators and Assigns, shall and do pay and satisfy the Residue and Overplus of the Rents, Issues and Profits of the said Manors and Premises last mentioned, over and above the Sum of 200*l.* yearly, as the same shall arise and be received, unto the said *J. B.* during the Continuance of the said Term of eighty Years, determinable as aforesaid; And from and after the Expiration or other sooner Determination of the said Term of eighty Years, then **To** the Use and Behoof of the said *J. B.* for and during the Term of ninety-nine Years from thence next ensuing, and fully to be compleat and ended, if the said *J. B.* shall so long live, without Impeachment of or for any Manner of Waste; And from and after the Determination of that Estate, then **To** the Use of the said *G. J.* and *T. K.* and their Heirs, during the natural Life of the said *J. B.* **Upon Trust**, and to the Intent to support the contingent Uses and Estates herein after limited, &c. And from and after the Decease of the said *J. B.* then **To** the Use and Behoof of the said *L.* his intended Wife, for and during the

Term of her natural Life, for an Increase and Augmentation of her Jointure; And from and after the several Deceases of the said *J. B.* and the said *L.* then **To** the Use of the said *S. T.* and *T. T.* their Executors, Administrators and Assigns, for and during the Term of 100 Years, &c. Upon such Trusts, and to and for such Intents and Purposes, &c. as are herein after expressed and declared; And from and after the End, Expiration or other sooner Determination of the said last mentioned Term of 100 Years, then **To** the Use and Behoof of the first Son of the Body of the said *J. B.* on the Body of the said *L.* his intended Wife lawfully to be begotten, and of the Heirs Male of the Body of such first Son lawfully issuing; And for Default of such Issue, then to the second Son, &c. (and to all the other Sons of the said *J. B.* begotten on the said *L.* as before.) And for Default of such Issue, then to the Use of the said *S. T.* and *T. T.* their Executors, Administrators and Assigns for and during the Term of 200 Years, from thence next ensuing, &c. And from and after the End, Expiration or sooner Determination of the said last mentioned Term of 200 Years, then **To** the Use and Behoof of other the Sons of the said Sir *A. B.* &c. and their Issue, &c. And for Default of such Issue, then **To** the Use and Behoof of the said *J. B.* his Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever. **And** as to, for and concerning the said Terms of 100 Years, and 100 Years herein before limited to the said *S. T.* and *T. T.* their Executors, Administrators and Assigns, as aforesaid, It is hereby declared and agreed by and between all
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the said Parties to these Presents, and it is the true Intent and Meaning hereof, that the same are so limited to them as aforesaid, Upon the Trusts, and to and for the Intents and Purposes, and under and subject to the Provisoes and Agreements herein after declared, (that is to say) In Case there shall be one or more Child or Children of the Body of the said *J. B.* on the Body of the said *L.* his intended Wife begotten, other than and besides such as shall be Heir Male of their Bodies, Then upon Trust that they the said *S. T.* and *T. T.* their Executors, Administrators and Assigns shall and do by Sale or Mortgage of their said several Term of 100 Years and 100 Years of and in the said Manors, Messuages, Lands, Tenements and Premisses so to them limited, or of and in a competent Part thereof, and by and with the Rents and Profits of the same Premisses, in the mean Time until such Sale, raise and levy such Sum and Sums of Money, for the Portion and Portions, and Maintenance of all and every such Child or Children, not being Heir Male of their Bodies as aforesaid, and pay the same at such Times as the said *J. B.* shall by any Writing or Writings, to be by him subscribed in the Presence of two or more credible Witnesses, or by his last Will in Writing to be by him subscribed and published in the Presence of the like Number of Witnesses, direct, limit and appoint; So always, that in Case there shall be but one Child, such only Child shall not have above the Sum of, &c. for his or her Portion; And so also, that if there shall be two or more such Children, they shall not have between them above, &c. for their Portions; And so also, that the Main-

tenance of such Child or Children do not exceed yearly the Interest of their respective Portions, at the Rate of *4 l. per Cent. per Annum*. **Provided** always, that in Case the said *J. B.* shall not make any such Direction, Limitation or Appointment of and for the said Portions and Maintenance, then and in such Case the said Terms of 100 Years and 100 Years shall cease, determine and be utterly void to all Intents and Purposes; any Thing herein contained to the contrary thereof in any wise notwithstanding. **Provided** also, and it is hereby declared and agreed, that in Case such Portions and Maintenance shall be appointed as aforesaid, then the Overplus of the Rents, Profits and Monies so to be raised as aforesaid, over and above what shall be sufficient for the said Portions and Maintenance, and also so much of the said Terms of 100 Years and 100 Years, as shall, after such Portions and Maintenance raised, remain undisposed of, shall be for the Benefit of the Person or Persons, to whom the Reversion or Remainder of the Premises so limited for 100 Years and 100 Years immediately expectant upon the said Terms, shall for the Time being belong by Virtue of these Presents. **And** as for, touching and concerning the said several Term of 200 Years and 200 Years herein before limited to the said *S. T.* and *T. T.* their Executors, Administrators and Assigns as aforesaid, it is hereby declared and agreed by and between all the said Parties to these Presents, that the same are so limited to them, as aforesaid, Upon the Trusts, and to and for the Intents and Purposes, and under and subject to the Provisoes and Agreements herein after mentioned, that is to say,
That

That in Case the said *J. B.* shall happen to die without Issue Male of his Body on the Body of the said *L.* his intended Wife to be begotten, or that the Issue Male between them begotten shall happen to die without Issue Male of their Bodies, and there shall be Issue one or more Daughter or Daughters of the Body of the said *J. B.* on the Body of the said *L.* his intended Wife begotten, at the Time of such Failure of Issue Male as aforesaid, or at any Time after, Then upon Trust that they the said *S. T.* and *T. T.* their Executors, Administrators and Assigns, shall and do by Sale or Mortgage of their said several and respective Estates and Terms of 200 Years and 200 Years of and in the said Manors and Premises so to them limited for 200 Years and 200 Years as aforesaid, or of and in a competent Part thereof, and by and with the Rents and Profits thereof in the mean Time, and until such Sale, raise and levy such Sum and Sums of Money, for the Portion and Portions, and Maintenance of all and every such Daughter and Daughters, as are herein after mentioned and expressed, that is to say, If there be but one such Daughter, then the Sum of, £30. for the Portion of such only Daughter; And if two or more such Daughters, then the Sum of, £30. for the Portions of such two or more Daughters to be equally divided amongst them Share and Share alike; the said Portion and Portions to be paid unto such Daughter and Daughters respectively, as and when she and they shall respectively attain their Age of twenty-one Years, or be married, which shall first happen. **Provided** always, that in Case any of the said Daughters shall die before her
or

or their Portions intended them, by Virtue of these Presents, shall by Force hereof become payable, then such Portion or Portions of her or them so dying, shall go and be paid among the Survivors and Survivor of them, when the original Portion or Portions of such surviving Daughter or Daughters shall become payable by Virtue of these Presents. **And provided also** that in Case all the said Daughters shall happen to die before any of their said Portions shall so become payable, then the said Sum or Sums of, &c. herein before limited to be raised for Daughters Portions as aforesaid, shall not be raised, but shall cease for the Benefit of such Person or Persons to whom the next and immediate Reversion or Remainder of the Premises expectant upon the said several Terms of 200 Years and 200 Years, shall for the Time being belong, by Virtue of the Limitations abovementioned. **And upon this further Trust**, that they the said S. T. and T. T. their Executors, Administrators and Assigns, shall and do by and out of the Rents, Issues and Profits of the said Manors, Messuages, Lands, Tenements and Premises so to them limited for 200 Years and 200 Years as aforesaid, in the mean Time and until the said Portion or Portions of the said Daughter or Daughters shall become payable respectively, raise, levy and pay such yearly Sum and Sums of Money for the Maintenance and Education of such Daughter and Daughters, as to the said S. T. and T. T. or the Survivor of them, or the Executors or Administrators of such Survivor shall seem meet, so as such Sum and Sums of Money to be raised for their Maintenance and Education do not exceed the Interest of their said respective Portions at the Rate of 5 *l.* per Cent.

Cent. per Annum. And upon this further Trust, that they the said S. T. and T. T. their Executors, Administrators and Assigns, shall permit and suffer such Person and Persons to whom the immediate Reversion or Remainder of the said Premises expectant upon the said several Terms of 200 Years and 200 Years shall for the Time being belong, by Virtue of the Limitations above mentioned, until some one of the said Portions shall become payable, to receive and take the Residue and Overplus of the said Rents and Profits of the said Premises, over and above so much thereof as shall be from Time to Time paid for the respective Maintenances and Educations of such Daughter or Daughters. And provided always that the said S. T. and T. T. or the Survivor of them, or the Executors, Administrators or Assigns of such Survivor, shall not sell or mortgage the said Terms of 200 Years and 200 Years of and in the said Manors and Premises so limited to them for 200 Years and 200 Years as aforesaid, or either of them, until some of the last mentioned Portions shall become payable, by Virtue of these Presents. **Provided** always, and it is hereby declared and agreed by and between all the said Parties to these Presents, That in Case there shall be no Daughter or Daughters of the Body of the said J. B. on the Body of the said L. his intended Wife begotten at the Time of such Failure of Issue Male as aforesaid, or at any Time after, or there being such Daughter or Daughters, all of them shall happen to die before their or any of their said Portions shall become payable by Virtue of these Presents; **And** in Case the said Sum and Sums of Money before limited and appointed to be raised and paid for Daughters Portions

tions, and also such Maintenance in the mean Time, and until the said Portions shall become payable as aforesaid, shall be by the said *S. T.* and *T. T.* their Executors, Administrators or Assigns, raised and levied by the Ways and Means in that Behalf before mentioned, or shall by such Person or Persons as shall for the Time being be next in Reversion or Remainder of the Premises expectant upon the said several and respective Terms of 200 Years and 200 Years be paid, or to the good Liking of the said *S. T.* and *T. T.* or the Survivor of them, or the Executors or Administrators of such Survivor, secured to be paid according to the Purport, true Intent and Meaning of these Presents; **¶** In Case all and every the said Daughter and Daughters shall be preferred in Marriage in the Life-time of the said *J. B.* and be advanced with Portions in Money or Lands of Inheritance equal in Value to the Portions hereby provided; **¶** In Case the said *J. B.* shall give or leave them Monies or Lands as shall not be equal in Value to their said Portions, and the said *S. T.* and *T. T.* their Executors, Administrators and Assigns, shall by and out of the said Manors, Messuages, Lands, Tenements and Premises to them limited for 200 Years and 200 Years as aforesaid, raise and levy so much Money as shall make up the Monies or Value of the Lands that shall be so advanced, given or left by the said *J. B.* with or to his said Daughters, full so much as the said Portions hereby provided shall amount unto; Then and in any of the said Cases, and at all Times from thenceforth, the said several and respective Terms of 200 Years and 200 Years, of and in the said Manors and other the

and Jointures of Lands, &c. 461

the Premisses, or so much thereof, as shall remain unfold and undisposed of as aforesaid, shall cease, determine and be utterly void to all Intents and Purposes; any Thing herein contained to the contrary notwithstanding. **And** as to, for and concerning the said Estate and Term of 300 Years herein before limited to the said *N. P.* and *R. S.* their Executors, Administrators and Assigns as aforesaid, it is hereby declared and agreed by and between all the said Parties to these Presents, that the same is so limited to them upon the Trusts and to and for the Intents and Purposes, and under and subject to the Proviso herein after mentioned, that is to say, upon Trust that they the said *N. P.* and *R. S.* their Executors, Administrators or Assigns, shall and do forthwith, so soon as conveniently may be, after the Decease of the said Sir *A. B.* by Sale or Mortgage of the said Manors, Messuages, Lands, Tenements and Premisses so limited to them for 300 Years as aforesaid, or of a competent Part thereof, and of their said Estate and Term of 300 Years therein, or in a competent Part of the same, without Prejudice nevertheless to the Payment of the aforesaid several yearly Sums of 800 *l.* and 600 *l.* to the said *J. B.* and *L.* his intended Wife during their respective Lives, raise and levy such Sum and Sums of Money, not exceeding in the whole the Sum of, *£c.* and pay the same when raised to such Person and Persons, and in such Parts and Proportions, Manner and Form, as the said Sir *A. B.* shall by any Writing or Writings under his Hand and Seal, attested by two or more credible Witnesses, direct, limit or appoint. **Provided** always that in Case the said Sir *A. B.* shall

shall not make any such Direction, Limitation or Appointment, or making such Direction, &c. as aforesaid, they the said *N. P.* and *R. S.* their Executors, Administrators or Assigns, shall by the Ways and Means in that Behalf before mentioned, raise such Sum and Sums of Money not exceeding the Sum, &c. as shall be by the said Sir *A. B.* by such Writing or Writings aforesaid appointed, then in either of the said Cases, and not otherwise, the said Term and Estate of 300 Years shall cease, determine and be utterly void to all Intents and Purposes; any Thing herein contained to the contrary thereof in any wise notwithstanding. **Provided** also, and it is hereby declared and agreed by and between all the said Parties to these Presents, and it is their true Intent and Meaning, and of these Presents, that it shall and may be lawful to and for the said Sir *A. B.* *J. B.* and *W. B.* and every of them respectively, when they shall respectively come into and be in Possession of the said Manors, Messuages, Lands, Tenements and Premises first herein mentioned to be hereby granted and released, or any of them, or any Part thereof, by Virtue of the Limitations before mentioned, to assign, limit or appoint unto or to the Use of any Woman or Women, which they shall hereafter respectively happen to marry, other than and except the said *L.* for the Life or Lives of such Woman or Women, for her or their Jointure or Jointures, All or any Part or Parcel, Parts or Parcels of the said Manors and Premises, whereof they shall be so in Possession as aforesaid, not exceeding in the whole the clear yearly Value of, &c. over and above all Charges and Reprises, without

out Prejudice nevertheless to the Jointure of the said *L. F.* any Thing herein contained to the contrary thereof in any wise notwithstanding. **Provided further** that it shall and may be lawful to and for the said Sir *A. B.* *J. B.* and *W. B.* and every of them, as and when they shall respectively come into and be in Possession of the said Manors, Messuages, Lands, Tenements and Premisses herein before mentioned to be hereby granted and released, or any of them, or any Part thereof, by Virtue of the Limitations above mentioned, from Time to Time during their respective Lives, by Indenture under their Hands and Seals, to Lease all and every or any Part thereof, to any Person or Persons for any Term or Number of Years, not exceeding twenty-one Years, or for one, two or three Lives, or for any Term or Number of Years determinable upon the Death of one, two or three Persons in Possession, and not in Reversion, Remainder or Expectancy; so as upon every such Lease of such Part or Parts of the Premisses, as have been usually leased, and Fines taken for the same, the old and accustomed yearly Rent or more, be reserved and made payable, during the Continuance of such Lease or Leases respectively; And so as every such Lease of such Parts of the Premisses, for which there have not been any Fine or Fines formerly taken, there be reserved and made payable during the Continuance of the same respectively, the greatest and most improved yearly Rent that can be had or obtained for the same, so as none of the said Leases so to be made as aforesaid be made dispunishable of Waste; And so as in every such Lease there be contained a

Clause

Clause of Re-entry for Non-payment of the Rent or Rents to be thereby reserved ; and so as the Lessee or Lessees, to whom such Lease or Leases shall be so made as aforesaid, seal and deliver Counterparts of such Lease and Leases. *Provided always,* and it is hereby declared and agreed by and between all the said Parties to these Presents, that in Case the said Sir *A. B.* shall at any Times or Times hereafter receive and take any Sum or Sums of Money by Way of Fine as aforesaid, then and in that Case such Sum or Sums so received and taken shall be deducted and abated out, and be accounted Part of the aforesaid Sum and Sums of Money to be raised by the said Term of 300 Years as aforesaid, it being the Intent of all the Parties to these Presents that the Premises shall be freed and discharged of and from the Payment of so much thereof as the Fines so to be had and received by the said Sir *A. B.* shall amount unto ; any Thing herein contained to the contrary notwithstanding. **And this Indenture further witnesseth, that in Consideration of the said intended Marriage, and for other the Considerations before mentioned, and in Consideration of the further Sum of 10 s. of lawful Money, *&c.* to him the said Sir *E. F.* in Hand paid by the said *G. J.* and *T. K.* at and before the Sealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, He the said Sir *E. F.* hath granted, bargained, sold, aliened, released and confirmed, and by these Presents doth grant, *&c.* unto the said *G. J.* and *T. K.* (in their actual Possession now being by Virtue of a Bargain and Sale to them thereof made by the said Sir *E. F.* for one whole Year, *&c.*) and to their**
Heirs,

Heirs, All that Manor or Lordship, &c. and also all that the Manor of, &c. and all those Messuages, Lands, Tenements, &c. And the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Manors and Premisses, &c. And all the Estate, &c. **To have and to hold** the said Manors, Messuages, Lands, Tenements, Hereditaments and Premisses last mentioned unto the said G. J. and T. K. their Heirs and Assigns, **To** and for such Uses, Intents and Purposes, and under and subject to such Provisoos and Agreement as are herein after expressed and declared, (that is to say) **To** the Use of the said Sir E. F. and his Heirs until the Solemnization of the said intended Marriage; And from and immediately after the Solemnization of the said Marriage, then **To** the Use and Behoof of the said Sir E. F. for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste; And from and after his Decease, then **To** the Use and Behoof of the said Dame M. F. his Wife, for and during the Term of her natural Life for her Jointure, and in Bar and Satisfaction of her Dower; And from and after the several Deceases of the said E. F. and Dame M. F. his Wife, then **To** the Use and Behoof of the first Son of the Body of the said Sir E. F. on the Body of the said Dame M. F. his Wife to be begotten, and of the Heirs Male of the Body of such first Son lawfully issuing; And for Default of such Issue, then **To** the Use of the second, third, fourth, fifth, sixth, seventh, and all and every other the Son and Sons of the Body of the said Sir E. F. on the Body of the said Dame M. F.

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his Wife begotten or to be begotten, severally, successively and in Remainder one after another, as they and every of them shall be in Seniority of Age and Priority of Birth, and of the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing; the elder of the said Sons and the Heirs Male of his Body issuing, always to be preferred and take before the younger of the said Sons, and the Heirs Male of his and their Body and Bodies issuing; And for Default of such Issue, then **To** the Use and Behoof of the said *J. B.* for and during the Term of ninety-nine Years from thence next ensuing and fully to be compleat and ended, if he the said *J. B.* shall so long live, without Impeachment of or for any Manner of Waste; And from and after the Determination of that Estate, then **To** the Use of the said *G. J.* and *T. K.* and their Heirs, during the Life of the said *J. B.* upon Trust, and to the Intent to support the contingent Uses and Estates herein after limited, &c. And from and after his Decease, then **To** the Use and Behoof of the said *L. F.* his intended Wife, for and during the Term of ninety-nine Years, from thence next ensuing, and fully to be compleat and ended, if she the said *L.* shall so long live, without Impeachment of Waste; And from and after the Determination of that Estate, **To** the Use of the said *G. J.* and *T. K.* as before, to preserve the contingent Uses and Estates, &c. And from and after the several Deceases of the said *J. B.* and *L.* his intended Wife, then **To** the Use and Behoof of the first Son of the Body of the said *L.* lawfully to be begotten, and of the Heirs Male of the
 Body

Body of such first Son lawfully issuing; And for Default of such Issue, then **To** the Use and Behoof of the second, third, fourth, fifth, sixth, seventh and all and every other the Son and Sons of the Body of the said *L.* lawfully to be begotten, severally, successively and in Remainder one after another, &c. And for Default of such Issue, then **To** the Use and Behoof of all and every the Daughter and Daughters of the Body of the said *L.* lawfully to be begotten, and of the several and respective Heirs of the Body and Bodies of such Daughter and Daughters lawfully issuing; And for Default of such Issue, then **To** the Use and Behoof of the Heirs of the Body of the said *L.* lawfully begotten; And for Default of such Issue, then **To** the Use and Behoof of *S. F.* the other of the Daughters of the said Sir *E. F.* for and during the Term of ninety-nine Years, from thence next ensuing and fully to be compleat and ended, if she the said *S.* shall so long live, without Impeachment of or for any Manner of Waste; And from and after the Determination of that Estate, then **To** the Use of the said *G. J.* and *T. K.* during the Life of the said *S.* to preserve contingent Uses, &c. And from and after the Decease of the said *S.* then **To** the Use and Behoof of the first Son of the Body of the said *S.* lawfully to be begotten, and of the Heirs Male of the Body of such first Son lawfully issuing; And for Default of such Issue, **To** the Use of the second, third, fourth Sons, &c. and Daughters in Tail, (as in the Limitation to *L.*) And for Default of such Issue, then **To** the Use and Behoof of the right Heirs of the said Sir *E. F.* for ever, and to and for no other

Use, Intent or Purpose whatsoever. **And** the said Sir *A. B.* for himself, his Heirs, Executors and Administrators doth covenant and grant to and with the said *G. J.* and *T. K.* their Executors, Administrators and Assigns, by these Presents, in Manner and Form following, (that is to say) That they the said Sir *A. B. J. B. C. D.* and *H. D.* for and notwithstanding any Act, Matter or Thing by them or any of them done, committed or wittingly or willingly suffered to the contrary, now are and stand, or one of them is and standeth lawfully, rightfully and absolutely seised in their, some or one of their Demesne as of Fee of and in the said Manors, Messuages, Lands, Tenements, Hereditaments and Premisses first herein mentioned to be hereby granted and released of a good, sure, lawful, absolute and indefeasible Estate of Inheritance in Fee-Simple, &c. **And** that they the said Sir *A. B. J. B. C. D.* and *H. D.* or some or one of them, for and notwithstanding any such Act, Matter or Thing as aforesaid, have or hath at the Time of the Sealing and Delivery of these Presents, good Right, full Power and lawful and absolute Authority to grant, bargain, sell, alien, release and confirm all and singular the said Manors, Messuages, Lands, Tenements and Premisses first herein mentioned to be granted and released as aforesaid, unto the said *G. J.* and *T. K.* and their Heirs in Manner aforesaid according to the Purport, true Intent and Meaning of these Presents. **And also**, that the same Manors, Messuages, Lands, Tenements, Hereditaments and Premisses shall and may from Time to Time and at all Times hereafter remain, continue and be

be **To** and for the several Uses, Intents and Purposes, upon the Trusts, and under and subject to the Provisoes, Powers, Limitations and Agreements herein before mentioned, expressed and declared of and concerning the same; And shall and may be accordingly peaceably and quietly held and enjoyed without the lawful Let, Suit, Trouble, Denial or Interruption of or by the said Sir *A. B. J. B. C. D. and H. D.* or any of them, their or any of their Heirs or Assigns, or of or by any other Person or Persons lawfully claiming or to claim any Estate, Right, Title or Interest of, in, to or out of the said Manors, Messuages, Lands, Tenements and Premisses, or any of them, or any Part thereof, from, by or under or in Trust for them, or either of them, or by or under their or any of their Acts, Means, Consent or Procurement, (except all such Leases of the said Premisses mentioned to be hereby granted and released, whereupon the best or most usual Rents are reserved, &c.) **And further**, that they the said Sir *A. B. J. B. C. D. and H. D.* and their Heirs, and all and every other Person and Persons having or lawfully claiming, or which shall or may have or lawfully claim any Estate, Right, Title or Interest of, in, to or out of the said Manors, Messuages, Lands and Premisses mentioned to be hereby first granted and released, or any of them, or any Part thereof, from, by or under or in Trust for them, or any of them; the Lessees of the said excepted Leases for and in Respect of the same Leases only excepted, shall and will from Time to Time and at all Times hereafter upon the reasonable Request of the said *G. J. and T. K.* or the Survivor of them,

or the Executors or Administrators of such Survivor, but at the proper Costs and Charges of the said Sir *A. B.* or his Heirs, make, do, acknowledge, levy, execute and suffer, or cause to be made, &c. all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Device and Devices, Conveyances and Assurances in the Law whatsoever, for the further, better, more perfect and absolute assuring, conveying and confirming of the said Manors and Premises above mentioned to be hereby first granted and released unto the said *G. J.* and *T. K.* and their Heirs; **To** such Uses, upon such Trusts, and to and for such Intents and Purposes, and under and subject to such Provisoos, Limitations and Agreements as are herein before mentioned, expressed and declared, be it by Fine, Feoffment or otherwise howsoever, as by the said *G. J.* and *T. K.* or the Survivor of them, or the Executors or Administrators of such Survivor, or their or any of their Counsel learned in the Law shall be reasonably advised or devised and required. **And** the said Sir *E. F.* for himself and the said Dame *M. F.* his Wife, their Heirs, Executors and Administrators, doth covenant, promise and grant to and with the said *G. J.* and *T. K.* their Heirs, Executors and Administrators by these Presents, that they the said Sir *E. F.* and Dame *M. F.* his Wife, shall and will at the proper Costs and Charges of the said Sir *E. F.* on this Side and before the End of, &c. Term next ensuing the Date of these Presents, acknowledge and levy before his Majesty's Justices of the Court of Common Pleas at *Westminster*, one or more Fine or Fines *Sur Conuſance de Droit come*

Geo, &c. whereupon Proclamations shall be had and made, according to the Form of the Statute in that Case made and provided, and the usual Course of Fines in such Cases used, unto the said G. J. and T. K. or the Survivor of them, and the Heirs of one of them, of all and singular the Manors, Messuages, Lands, Tenements and Premisses last above mentioned to be hereby granted and released, situate, lying and being in, &c. aforesaid, by such apt and convenient Names, Quantities, Qualities, Numbers of Acres, and other Descriptions to ascertain the same, as shall be thought fit; **Which** said Fine or Fines so as aforesaid or in any other Manner, or at any other Time or Times to be levied and acknowledged, and all and every other Fine and Fines, Conveyances and Assurances in the Law whatsoever heretofore had, made, levied and executed, or hereafter to be had, made, &c. of the same Manors, Messuages, Lands, Tenements, Hereditaments and Premisses, or any of them, or any Part thereof, by or between the said Parties to these Presents or any of them, or whereunto they or any of them shall be Parties or Privies, **Shall** be and enure, and shall be adjudged, deemed and taken to be and enure, and are hereby declared by all the said Parties to these Presents, to be and enure, and the Conusee and Conusees in the said Fine or Fines named or to be named, and their Heirs, shall stand and be seised of the said Manors and other the Premisses last above mentioned, **To** such Uses, upon such Trusts, and to and for such Intents and Purposes, and under and subject to such Provisoes and Agreements as are herein before mentioned, expressed and decla-

red of and concerning the same. In Witness, &c.

Sometimes there are other *Terms of Years* created in Aid of those for raising *Daughters Portions*, to enable the Trustees to raise the same in the Life-time of the Father, if he doth not die before such Portions become payable; and then the Trust of such Terms is declared thus: **And** as for, touching and concerning the said Terms of, &c. it is hereby declared by all the said Parties to these Presents, that the same are so severally limited to the said G. J. and T. K. their Executors, Administrators and Assigns as aforesaid, upon Trust and in Aid only of the said two several Terms of 200 Years and 200 Years above limited, for the farther and better securing the Payment of the respective Portions and yearly Sums for Maintenance herein before appointed for the Daughter and Daughters of the said J. B. on the Body of the said L. F. to be begotten, in Case of Failure of such Issue Male between them as aforesaid. **And** to the Intent and Purpose that in Case the said Sir A. B. shall not happen to die before any such Portions or Maintenance as aforesaid shall become payable, that they the said G. J. and T. K. or the Survivor of them, his Executors, Administrators or Assigns, shall and may from Time to Time during the Life of the said Sir A. B. by Sale, Mortgage or Demise of the said Estates and Terms of, &c. or of either of them, or of any competent Part or Parts of them, or either of them, or by and with the Rents and Profits of the said Manors and other the Premises comprised in the same several Terms, in the mean time until such Sale, Mortgage or Demise

mise shall be made, or by some or any of the said Ways and Means as the said G. J. and T. K. or the Survivor of them, or the Executors or Administrators of such Survivor shall think fit, raise and levy such Portion or Portions and Maintenance aforesaid, for the Daughter or Daughters of the said J. B. on the Body of the said L. F. to begotten, in Case of Failure of Issue Male as aforesaid, as shall respectively become due and payable by Virtue of these Presents, during the Life of the said Sir A. B. at such respective Age or Ages of such Daughter or Daughters respectively, and at such Times as the same Portion and Portions and Maintenances respectively are appointed to be raised, out of the said Manors and Premises herein before limited for the said two several Terms of 200 Years and 200 Years above mentioned. **Provided** always, that in Case the said Sir A. B. shall happen to die before any such Portion or Maintenance shall become due and payable as aforesaid, or in Case such Portion or Portions and Maintenances as shall be due in the Life-time of the said Sir A. B. shall be paid and discharged, then the said several Terms of, &c. Years, shall cease, determine and be utterly void.

A very good Marriage Settlement and Jointure, made in a shorter Method by the Husband's Father, of Part of his Estate to the Husband for Life, Remainder to the Wife for her Jointure, and Remainder to their first and other Sons in Tail, &c. And the Residue of the Estate he settles on himself and Wife for their Lives, with Remainder to all his Sons and their Heirs Males, and likewise to Daughters; And a Term is created to raise Pin-Money for the Wife's separate Use, &c.

THIS Indenture Quinquepartite made, &c. Between T. W. of, &c. Esquire, and E. his Wife of the first Part, N. W. Esq; eldest Son and Heir apparent of the said T. W. on the said E. begotten, and M. Wife of the said N. W. Daughter of J. S. of, &c. of the second Part, G. J. of, &c. and S. T. of, &c. of the third Part, the said J. S. N. P. of, &c. and T. T. of, &c. of the fourth Part, and R. S. of, &c. H. G. of, &c. and C. G. of, &c. of the fifth Part, **Witnesseth**, that for and in Consideration of a Marriage already had and solemnized between the said N. W. and M. his Wife, and in Pursuance and Part of Performance of certain Articles of Agreement made on the Contract of the said Marriage bearing Date, &c. last past, and made or mentioned to be made between the said T. W. of the first Part, the said N. W. of the second Part, and the said J. S. of the third Part, and in Consideration also of the Sum of

4000*l*.

4000*l.* of lawful Money, &c. to the said *N. W.* in Hand paid by the said *J. S.* as and in Part of the Marriage Portion of the said *M.* the Receipt whereof the said *N. W.* doth hereby confess and acknowledge; and also in Consideration that the said *M. W.* hath conveyed or agreed to convey **All** those her Manors, Messuages, Lands, Tenements and Hereditaments, situate, lying and being in, &c. which descended to her as Heir of, &c. **To** such Uses, and upon such Trusts, and for such Ends, Intents and Purposes, as in and by the said Marriage Articles are agreed, expressed and declared; **And** for the settling and assuring of the Manors, Lands, Tenements and Hereditaments herein after mentioned, **To** and upon the several Uses, Intents, Trusts and Purposes herein after limited, expressed and declared, pursuant to the said Marriage Articles above mentioned, **They** the said *T. W.* and *N. W.* do and either of them doth for themselves, their Heirs and Assigns, covenant, grant and agree to and with the said *G. J.* and *S. T.* their Heirs and Assigns, and the said *E.* Wife of the said *T. W.* doth hereby consent and agree, that they the said *T. W.* and *E.* his Wife and *N. W.* shall and will on this Side and before the End of Trinity Term next coming, in due Form of Law acknowledge and levy before his Majesty's Justices of his Court of Common Pleas at *Westminster*, unto the said *G. J.* and *S. T.* and their Heirs, or to the Heirs of one of them, One Fine *Sur Conu- zance de Droit come ceo*, &c. with Proclamations to be thereupon had, according to the Form of the Statute in that Case made and provided, of **All** that the Manor of, &c. and all those Manors, &c. And of all other the Mes-
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suages,

suages, Lands, Tenements and Hereditaments whatsoever of the said *T. W.* in the Counties of, &c. And of the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and singular the said Manors and Premisses, and every Part and Parcel thereof, by such Name and Names, Quantities, Qualities and Number of Manors, Messuages, Acres and Things, and in such Manner and Form, as by the Counsel learned in the Law of the said *G. J.* and *S. T.* shall be advised and thought fit. **Which** said Fine so to be had and levied in Manner aforesaid, or in any other Manner to be had and levied of the said Manors and Premisses above mentioned, with the Appurtenances, **Shall** be and enure, and shall be adjudged, esteemed and taken to be and enure, **To** and for the only proper Use and Behoof of the said *G. J.* and *S. T.* their Heirs and Assigns, whereby to make them Tenants of the Freehold of the said Premisses; **Yet nevertheless** to this End, Intent and Purpose that the said *G. J.* and *S. T.* shall and will on this Side and before the End of Trinity Term next coming, permit and suffer the said *N. P.* and *J. T.* in due Form of Law to sue forth and prosecute one Writ of Entry *Sur Disseisin in le Post*, returnable before his Majesty's said Justices of his said Court of Common Pleas at *Westminster* against them the said *G. J.* and *S. T.* of **All** and singular the said Manors and Premisses above mentioned, and of every Part and Parcel thereof with the Appurtenances, by such Names, Quantities, Qualities and Number of Manors, Messuages, Acres and Things, and in such Sort, Manner and Form, as by the said *N. P.* and *J. T.* or
their

their Counsel learned in the Law shall be reasonably devised or advised and required; **Unto and upon** which said Writ of Entry so to be brought, the said G. J. and S. T. shall appear and vouch to Warranty the said N. W. and the said N. W. shall appear *gratis* and enter into the said Warranty, and after his Entry into the said Warranty, shall vouch over the common Vouchee, who shall likewise appear and enter into the said Warranty and imparl, and afterwards make Default, to the end one perfect, common Recovery, with double Voucher, shall and may thereof be had, prosecuted and suffered in all Things, according to the usual Order and Form of common Recoveries for Assurance of Lands, Tenements and Hereditaments, in such Cases used and accustomed, and the same Recovery shall also be executed in due Form of Law by one Writ *Habere facias Seisinam* accordingly. **And** it is fully covenanted, granted, concluded and agreed upon and declared, by and between the said Parties to these Presents for themselves, their Heirs and Assigns, That the said Recovery so or in any other Manner and Form to be had and suffered, and also all and every other Recovery or Recoveries to be hereafter executed, had or suffered of the said Manors and Premises, or any Part thereof, by or between the said Parties to these Presents, or by or between them or any of them and any other Person or Persons, on this Side and before the End of Trinity Term next coming, and the full Force of them and every of them, and all other Assurances of the said Premises or any Part thereof had or to be had or made between the said Parties, or any of them, **Shall be**
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and enure, and shall be adjudged, esteemed and taken, and are meant and intended to be and enure, **To**, for and upon the several Uses, Intents, Trusts and Purposes, and subject to the several Provisoes and Agreements herein after particularly mentioned, limited, expressed and declared, (that is to say) **As for and concerning** all the said Manor of, &c. above mentioned, And also the said Messuages, &c. with all and every their Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents and Services thereof, **To** the Use and Behoof of him the said *N. W.* and his Assigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste, and with Liberty to commit Waste; And from and after the Determination of that Estate by Forfeiture or otherwise, then **To** the Use and Behoof of the said *J. S. N. P.* and *T. T.* their Heirs and Assigns for and during the natural Life of the said *N. W.* to preserve and support the contingent Remainders herein after limited from being defeated and destroyed, and for that Purpose to make Entries and bring Actions, as the Case shall require; but nevertheless in Trust, to permit and suffer the said *N. W.* and his Assigns, for and during his natural Life, to receive and take the Rents, Issues and Profits of the said last mentioned Premises **To** and for his and their own proper Use and Benefit; And from and after the Decease of the said *N. W.* then **To** the Use and Behoof of the said *M.* the Wife of the said *N. W.* and her Assigns, for and during the Term of her natural Life, in full of her Jointure, and in Satisfaction and Bar of her Dower at the Common

mon Law; And from and after the several Deceases of them the said *N. W.* and *M.* his Wife, then **To** the Use and Behoof of the first Son of the Body of the said *N. W.* on the Body of the said *M.* his Wife begotten, or to be begotten, and the Heirs Male of the Body of such first Son lawfully issuing; And for Default of such Issue, then **To** the Use and Behoof of the second Son of the Body of the said *N. W.* on the Body of the said *M.* his Wife begotten or to be begotten, and the Heirs Male of the Body of such second Son lawfully issuing; And for Default of such Issue, then **To** the Use and Behoof of the third Son of the Body of the said *N. W.* on the Body of the said *M.* his Wife begotten or to be begotten, and of the Heirs Male of the Body of such third Son lawfully issuing; And for Default of such Issue, then **To** the Use and Behoof of the fourth Son of the Body of the said *N. W.* on the Body of the said *M.* his Wife begotten or to be begotten, and of the Heirs Male of the Body of such fourth Son lawfully issuing; And for Default of such Issue, then **To** the Use and Behoof of the fifth, sixth, seventh, eighth, ninth and tenth Son and Sons, and of all and every other Son and Sons of the Body of the said *N. W.* on the Body of the said *M.* his Wife lawfully to be begotten, severally and successively, and in Remainder one after another, as they and every of them shall be in Seniority of Age and Priority of Birth, and of the Heirs Males of the Body and Bodies of all and every such Son and Sons lawfully issuing; the elder of such Son and Sons and the Heirs Male of his Body lawfully issuing always to be preferred and to take before the
 younger

younger of such Son and Sons, and the Heirs Male of his and their Body and Bodies lawfully issuing ; And for Default of such Issue, and in Case the said *M.* at the Time of the Death of the said *N. W.* shall be enſient and with Child, then **To** the Use of the said *M.* and her Assigns, until the said *M.* shall be delivered of such Child ; and in Case such Child shall be a Son, then **To** the Use and Behoof of such after-born Son, and the Heirs Male of his Body lawfully issuing ; And for Default of such Issue, then **To** the Use and Behoof of the Heirs Male of the Body of the said *N. W.* lawfully to be begotten ; And for Default of such Issue, then **To** the Use and Behoof of *A. W.* second Son of the said *T. W.* and the Heirs Males of his Body lawfully to be begotten ; And for Default of such Issue, then **To** the Use and Behoof of the third, fourth, fifth, sixth, seventh, eighth, ninth and tenth Son and Sons, and of all and every other Son and Sons of the Body of the said *T. W.* on the Body of the said *E.* his Wife begotten and to be begotten, and the Heirs Males of the Body or Bodies of such Son and Sons lawfully begotten and to be begotten, as they and each of them shall be in Priority of Birth and Seniority of Age, (that is to say) the elder of such Son and Sons, and the Heirs Males of his Body, to be preferred and take before the younger of such Sons, and the Heirs Males of his Body ; And for Default of such Issue, then **To** the Use and Behoof of all and every the Daughter and Daughters of the said *T. W.* on the Body of the said *E.* begotten and to be begotten, and the Heirs of the Body and Bodies of such Daughter and Daughters lawfully to be begotten ; And for
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Default of such Issue, then **To** the Use and Behoof of the said *T. W.* his Heirs and Assigns for ever, and to and for none other Use, Intent or Purpose whatsoever. **And as for and concerning All** that Capital Messuage or Tenement situate, standing and being, &c. And all those Parcels of Land called, &c. containing by Estimation, &c. **To** the Use and Behoof of the said *R. S.* and *H. G.* their Executors, Administrators and Assigns, for and during the Term of ninety-nine Years next ensuing, and fully to be compleat and ended, if the said *E. W.* shall so long live, upon this special Trust and Confidence, that they the said *R. S.* and *H. G.* their Executors, Administrators and Assigns, shall from Time to Time during the joint Lives of the said *T. W.* and *E.* receive and take the Rents, Issues and Profits of the said Capital Messuage, Lands, Tenements and Premises last above mentioned, and pay and answer the same unto the said *E.* Wife of the said *T. W.* for her sole and particular Maintenance for Cloaths, Apparel and otherwise, as she shall think fit, and the said *T. W.* not to intermeddle with the same; and the Acquittance and Discharge, Acquittances and Discharges of the said *E.* from Time to Time under her Hand, shall be judged, deemed and taken to be good and sufficient Discharges unto the said *R. S.* and *H. G.* their Executors and Administrators for the same, and every Part thereof, against the said *T. W.* his Heirs, Executors and Assigns, and against all Account and Accounts to be to him or them given, or rendred or yielded therefore. **And as for and concerning** the said Capital Messuage, Lands, Tenements and Premises limited for the said Term of

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ninety-nine Years immediately after the Determination of that Term ; **AND** as for and concerning all and singular other the said Manors, Messuages, Lands, Tenements, Hereditaments and Premisses above mentioned, whereof no Use or Estate is herein before limited, **To** the Use and Behoof of the said *T. W.* and his Assigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste, and with Liberty and Power to commit all Manner of Waste ; And from and after the Determination of that Estate, **To** the Use and Behoof of the said *J. S. N. P.* and *T. T.* their Heirs and Assigns, during the natural Life of the said *T. W.* in Trust to preserve and support the contingent Uses and Remainders herein after limited from being defeated or destroyed, and for that Purpose to make Entries, or bring Actions as the Case shall require ; but nevertheless to permit and suffer the said *T. W.* to hold and enjoy the said Premisses, and receive the Rents and Profits thereof during his Life ; And from and after the Decease of the said *T. W.* then **To** the Use and Behoof of the said *E.* Wife of the said *T. W.* and her Assigns, for and during the Term of her natural Life ; And from and after the several Deceases of them the said *T. W.* and *E.* his Wife, then **To** the Use and Behoof of the said *N. W.* and his Assigns for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste, and with Power to commit Waste ; And from and after the Determination of that Estate, by Forfeiture or otherwise, then **To** the Use and Behoof of the said *J. S. N. P.* and *T. T.* their Heirs and Assigns, for and during the natural Life of the said *N. W.*

and Jointures of Lands, &c. 483

&c. (as before) And from and after the De-
 cease of the said *N. W.* then **To** the Use and
 Behoof of the first Son of the Body of the
 said *N. W.* on the Body of the said *M.* his Wife
 lawfully begotten, or to be begotten, and of
 the Heirs Male of the Body of such first Son
 lawfully issuing; And for Default of such Is-
 sue, then **To** the Use and Behoof of the se-
 cond Son of the Body of the said *N. W.* on
 the Body of the said *M.* his Wife lawfully be-
 gotten, or to be begotten, and of the Heirs
 Male of the Body of such second Son lawfully
 issuing; And for Default of such Issue, then
To the Use and Behoof of the third Son of
 the Body of the said *N. W.* on the Body of
 the said *M.* his Wife, lawfully to be begotten,
 &c. And for Default of such Issue, then **To**
 the Use and Behoof of the fourth, fifth, sixth,
 seventh, eighth, ninth and tenth Son and Sons,
 and of all and every other Son and Sons of
 the Body of the said *N. W.* on the Body of
 the said *M.* his Wife lawfully to be begotten,
 &c. (as in the before Limitation) And for
 Default of such Issue, and in Case the said *M.*
 at the Death of the said *N. W.* shall be enſient
 and with Child, then to the Use of the said *M.*
 and her Assigns, until the said *M.* shall be de-
 livered of such Child; and if such after-born
 Child shall be a Son, then **To** the Use and
 Behoof of such after-born Son, and the Heirs
 Male of his Body lawfully issuing; And for
 Default of such Issue, then **To** the Use and
 Behoof of the Heirs Males of the Body of
 the said *N. W.* lawfully to be begotten; And
 for Default of such Issue, then **To** the Use
 and Behoof of the said *A. W.* second Son of
 the said *T. W.* and the Heirs Males of his Body

lawfully begotten, or to be begotten; And for Default of such Issue, then **To** the Use and Behoof of the third, fourth, fifth, sixth, seventh, &c. Son and Sons, and all and every other Son and Sons of the Body of the said *T. W.* on the Body of the said *E.* begotten, &c. (as before) And for Default of such Issue, then **To** the Use and Behoof of all and every the Daughter and Daughters of the Body of the said *T. W.* on the Body of the said *E.* his Wife begotten, and to be begotten; And for Default of such Issue, then **To** the Use and Behoof of the said *T. W.* his Heirs and Assigns for ever; and to and for no other Intent or Purpose whatsoever. **Provided** always, and it is hereby covenanted, declared and agreed, by and between the said Parties to these Presents, That in Case the said *N. W.* shall survive the said *M.* that then it shall and may be lawful to and for the said *N. W.* after the Death of the said *T. W.* and *E.* his Wife, by any Writing or Writings to be by him duly sealed and executed in the Presence of two or more credible Witnesses, to limit or appoint for the Life of such Woman as shall be his Wife at the Time of his Death, such Parts of the said Manors and Premisses as are not herein before limited for the Life of the said *M.* as he shall think fit, so as such Parts so limited shall not exceed the yearly Value of 100*l.* for each and every 1000*l.* she shall be *bona fide* worth in Money or Lands to the said *N. W.* and so as such Parts and Parcels of the said Premisses so to be limited exceed not in the whole the yearly Value of 500*l.* **Provided** also, and it is hereby further agreed by and between the said Parties to these Presents, and hereby so declared, that in Case the
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the said *M.* shall happen to die in the Life-time of the said *N. W.* without Issue Male of her Body by the said *N. W.* begotten, or having Issue Male, and such Issue Male shall all happen to die in the Life-time of the said *N. W.* without Issue Male, that then and in such Case it shall be lawful for the said *N. W.* with the Consent of the said *T. W.* and *E.* his Wife, if both of them shall be living, or otherwise with the Consent of the Survivor of them, and if both of them shall be dead, then for the said *N. W.* without such Consent, and at his Will and Pleasure, by any Writing or Writings by him to be signed and sealed in the Presence of two or more credible Witnesses, to revoke, alter and make void all and every the Use and Uses herein before limited and appointed, subsequent to the Limitation to him for his Life; And by the same Writing or Writings, or by any other Deed or Deeds, Writing and Writings, to create, limit or appoint any other new Use or Uses of the said Premises, or any Part thereof, so as such new Use and Uses so to be created or appointed be to the Heirs Males of his own Body, or to some Heir Male and his Issue Male of the Family of the said *T. W.* and not otherwise. **Provided also,** and it is further agreed and declared by and between the said Parties to these Presents, that in Case the said *N. W.* shall have more than one Son, or a Son or Sons, and one or more Daughter or Daughters by him begotten on the Body of the said *M.* his Wife; and in Case the said *N.* shall not have raised the full Portions and Annuities which he is impowered to raise, in and by one Indenture bearing equal Date with these Presents, that then it shall and may be

lawful to and for the said *N. W.* by any Deed or Deeds, Writing or Writings, or by his last Will and Testament in Writing to be duly executed or published in the Presence of two or more credible Witnesses, to charge the said Premisses, or any Part thereof, by creating or limiting a Term of 100 Years, or otherwise on the said Premisses above mentioned, or any Part thereof, and to be defeasible on Payment of such Sum or Sums of Money, as, with the Monies he is impowered to appoint and raise in and by the said Indenture, will make up the Sum of 6000 *l.* for the Portion or Portions of such younger Son or Sons, Daughter or Daughters, by such Proportions, and in such Sort, Manner and Form as the said *N. W.* shall by such Deed or Deeds, Writing or Writings, or by his last Will and Testament in Writing to be executed or published as aforesaid, direct, limit or appoint. **And further,** that in such Case it shall and may be lawful to and for the said *N. W.* at any Time during his Life, by such Will or Writing as aforesaid, to charge the said Premisses or any Part thereof with any Annuity or Annuities to and for such younger Son or Sons, for and during the natural Life or Lives of such younger Son or Sons as will make up the Annuities, which he is impowered by the said Indenture bearing equal Date herewith to create and raise, in the whole the Sum of 400 *l. per Annum*, as the said *N. W.* by such Deed or Deeds, Writing or Writings, or by his last Will and Testament in Writing to be duly executed as aforesaid, shall direct, limit or appoint; so as the said Charge, Term of 100 Years, or the said Annuity or Annuities do not commence or take Effect till after
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the Deceases of the said *T. W.* and *E.* his Wife; any Thing herein contained to the contrary thereof in any wise notwithstanding. **Pro-**
vided also, and it is hereby further agreed and declared, that it shall and may be lawful to and for the said *T. W.* during his Life, and the said *E.* after his Death during her Life; and also for the said *N. W.* during his Life, and for the said *M.* his Wife after his Death, and during her Life, as they shall respectively become Owners and be in Possession of the Premisses by the respective Limitations in these Presents herein before mentioned, by Indenture under their respective Hands and Seals to demise or lease to any Person or Persons whomsoever, **All** and every or any the said Manors and Premisses above mentioned to them severally limited in Use as aforesaid, for any Term or Number of Years not exceeding the Term of twenty-one Years in Possession, and not in Reversion, Remainder or Expectancy, so as no such Lease or Leases be made dispunishable of Waste, and so as upon every such Lease there be reserved the greatest and most improved yearly Rent that can or may be had and obtained for the same, without taking any Money or other Thing by way of Fine or Consideration for such Lease or Leases, and so as the Person or Persons to whom such Lease or Leases shall be granted, do seal and execute Counterparts of the same Lease or Leases. **And** the said *T. W.* and *N. W.* for themselves severally and apart and not jointly, and for their respective Heirs and Assigns, do severally and apart, and not jointly, covenant and grant to and with the said *J. S. N. P.* and *T. T.* their Heirs and Assigns, That all and singular the

saïd Manors, Messuages, Lands, Tenements, Hereditaments and Premisses abovementioned, shall and may from Time to Time, and at all Times for ever hereafter, remain, continue and be **To**, for and upon the several Uses, Intents, Trusts and Purposes herein before mentioned, limited, expressed and declared according to the true Intent and Meaning of these Presents, and to and for no other Use, Intent, Trust or Purpose whatsoever. **And** that free and clear, and freely and clearly acquitted and discharged of and from all former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Jointures, Dowers, Uses, Wills, Intails, Fines, Post-Fines, Issues, Amerciaments, Seisures, Bonds, Annuities, Writings obligatory, Statutes Merchant and of the Staple, Recognisances, Extents, Judgments, Executions, Rents and Arrearages of Rents, and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances whatsoever, had, made, committed, done or suffered, or at any Time hereafter to be had, made, &c. by them the saïd *T. W.* and *N. W.* or either of them, their or either of their Heirs or Assigns, or by any other Person or Persons whatsoever, claiming or to claim by, from or under them, or either or any of them. **And also**, that they the saïd *T. W.* and *N. W.* and their Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the saïd Manors and Premisses above mentioned, or any Part thereof, by, from or under them, or either of them, shall and will upon the reasonable Request of them the saïd *J. S. N. P.* and *T. T.* their Heirs and Assigns, make, do, acknowledge,

and Jointures of Lands, &c. 489

ledge, levy, suffer and execute, or cause or procure to be made, done, acknowledged, levied, suffered and executed all and every such further lawful and reasonable Act and Acts, Thing and Things, Deed and Deeds, Device and Devices, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever, for the further, better and more perfect granting, conveying and assuring of all and singular the said Manors and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, **Co**, for and upon the several Uses, Intents, Trusts and Purposes herein before mentioned, limited and declared, according to the true Intent and Meaning of these Presents, as by the said **J. S. N. P.** and **T. T.** their Heirs and Assigns, or their or any or either of their Counsel learned in the Law, shall be reasonably devised or advised and required. **And lastly** it is covenanted, granted, concluded and agreed upon by and between all the said Parties to these Presents, and the true Intent and Meaning hereof also is, and it is hereby so declared, That all and every Fine and Fines, and also all and every Recovery and Recoveries, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever, already had, made, levied, suffered, executed or acknowledged, or at any Time hereafter to be had, &c. of the said Premises above mentioned, or any Part thereof, either alone by itself, or jointly with any other Lands, Tenements or Hereditaments, by or between the said Parties to these Presents, or by or between them or any or either of them, and any other Person and Persons, **As** for and concerning all and singular the said Manors, Lands, Tene-

Tenements, Hereditaments and Premises above mentioned, with the Appurtenances, **Shall be** and enure, and shall be adjudged, esteemed and taken to be and enure, **To**, for and upon the several Uses, Intents, Trusts and Purposes herein before mentioned, limited, expressed and declared, according to the true Intent and Meaning of these Presents, and to and for none other Use, Intent or Purpose whatsoever. **In witness** whereof all the said Parties to these Presents have to these Indentures set their Hands and Seals, &c.

A Marriage Settlement of the Wife's Estate, to the Use of the Husband and Wife for their Lives, Remainder to the Heirs Male of their Bodies, and Remainder to the Husband's Heirs; with Terms for raising Portions for Daughters, and also for younger Sons; and Power for the Husband to revoke this Settlement, upon settling other Manors and Lands to the same Uses of equal Value.

THIS Indenture Tripartite made, &c. **Between** N. W. eldest Son and Heir apparent of T. W. of, &c. Esquire, and M. Wife of the said N. W. Daughter of J. S. of, &c. and Sister and Heir of, &c. of the first Part, the said T. W. and N. P. of, &c. of the second Part, and H. S. of, &c. C. G. of, &c. H. G. of, &c. and E. R. of, &c. of the third Part; **wit-**
nesseth that for and in Consideration of a Marriage already had and solemnized between the said N. W. and M. his Wife, and in Pursuance

suance and Performance of certain Articles of
 Agreement made on the Contract of the said
 Marriage, bearing Date, &c. and made or
 mentioned to be made between the said *T. W.*
 of the first Part, the said *N. W.* of the second
 Part, and the said *J. S.* Mother of the said *M.*
 of the third Part, and afterwards and before
 their Intermarriage, ratified and confirmed by
 the said *M.* by Writing under her Hand and
 Seal; and in Consideration also that the said
T. W. and *N. W.* have already settled or agreed
 to settle and assure several Manors, Messuages,
 Lands, Tenements and Hereditaments in, &c.
 as and for the Jointure of the said *M.* pursuant
 to the said Marriage Articles above mentioned;
 and to the End that all and singular the Manors,
 Messuages, Lands, Tenements and Heredita-
 ments whereof she the said *M.* is seised or in-
 titled unto as Sister and Heir of, &c. deceased,
 may be settled and assured **Co.** for and upon
 the several Uses, Intents, Trusts and Purposes
 herein after limited, expressed and declared,
 according to the said Marriage Articles, he
 the said *N. W.* for himself and for the said *M.*
 his Wife, **Doth** covenanted and granted, and
 by these Presents doth covenant and grant to
 and with the said *T. W.* and *N. P.* their Heirs
 and Assigns, and the said *M.* doth hereby
 agree, that they the said *N. W.* and *M.* his
 Wife shall and will before the End of, &c.
 Term next coming, before the King's Majesty's
 Justices of the Court of Common Pleas at
Westminster in due Form of Law acknowledge
 and levy to the said *T. W.* and *N. P.* and their
 Heirs, or to the Heirs of one of them, sever-
 al Fines *Sur Conuzance de droit come ceo*, &c.
 with Proclamations to be thereupon had ac-
 cording

cording to the Form of the Statute in that Case made and provided, of **All** those the Manors and Lordships of, &c. situate, &c. and of all those Messuages and Lands, &c. And also of the Reversion and Reversions, Remainder and Remainders, Rents and Services of the said Manors and Premisses, and every Part and Parcel thereof, with the Appurtenances, by such Name and Names, Quantity and Number of Manors, Messuages, Acres and Things, and in such Sort, Manner and Form, as by the said *T. W.* and *N. P.* or their Counsel learned in the Law shall be reasonably devised or advised and required : **Which** Fine so to be had and levied as aforesaid, and all and every other Fine and Fines already had, or at any Time hereafter to be had, levied, sued or prosecuted of the said Manors, Messuages, Lands, Tenements, Hereditaments and Premisses above mentioned, or any Part thereof, by itself or jointly with any other Lands or Tenements by or between the said Parties to these Presents, or between them or any of them, and any other Person or Persons, before the End of, &c. Term next, **Shall be** and enure, and shall be adjudged, esteemed and taken to be and enure, and the said *T. W.* and *N. P.* and their Heirs, and all and every other Person and Persons, and his and their Heirs, which now are, or at the Time of perfecting the said Fines shall stand and be seised of and in the said Manors and Premisses, shall at all Times hereafter stand and be seised thereof, and of every Part thereof, with the Appurtenances, **To** the several Uses, Intents and Purposes hereafter in and by these Presents particularly mentioned, limited, expressed and

declared, (that is to say) **To** the Use and Behoof of the said *N. W.* and his Assigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste, and with full Liberty to commit Waste; And from and after the Determination of that Estate by Forfeiture or otherwise, then **To** the Use and Behoof of the said *T. W.* and *N. P.* and their Heirs, for and during the natural Life of the said *N. W.* in Trust to preserve and support the contingent Remainders herein after limited from being defeated or destroyed, and for that Purpose to make Entries, or bring Actions as the Case shall require: But nevertheless to permit and suffer the said *N. W.* and his Assigns during his Life, to take the Rents, Issues and Profits of all and singular the said Manors and Premises to and for his and their own Use and Benefit; And from and after the Decease of him the said *N. W.* then **To** the Use and Behoof of the said *M.* Wife of the said *N. W.* and her Assigns, for and during the Term of her natural Life; And from and after the Deceases of them the said *N. W.* and *M.* his Wife, then **To** the Use and Behoof of the first Son of the said *N. W.* on the Body of the said *M.* his Wife to be begotten, and of the Heirs Male of the Body of such first Son lawfully issuing; And for Default of such Issue, then **To** the Use and Behoof of the second Son of the said *N. W.* on the Body of the said *M.* begotten, and of the Heirs Male of the Body of such second Son lawfully issuing; And for Default of such Issue, then **To** the Use and Behoof of the third Son of the said *N. W.* on the Body of the said *M.* begotten, and of the Heirs Male of the Body of such third Son lawfully issuing;

issuing; And for Default of such Issue, then **To** the Use and Behoof of the fourth, fifth, sixth, seventh, eighth, ninth and tenth Son and Sons, and of all and every other Son and Sons of the Body of the said *N. W.* on the said *M.* his Wife to be begotten, severally, successively and in Remainder one after another, as they and each and every of them shall be in Seniority of Age and Priority of Birth, and of the Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing; the elder of every such Son and Sons, and the Heirs Males of his Body issuing, always to be preferred and to take before the younger of such Sons, and the Heirs Males of his Body issuing; And for Default of such Issue, and in Case the said *M.* at the Death of the said *N. W.* shall be enſient and with Child, then **To** the Use of the said *M.* until ſhe the said *M.* shall be delivered of such Child; and in Case such Child shall be a Son, then **To** the Use and Behoof of such after-born Son, and the Heirs Males of his Body lawfully issuing; And for Default of such Issue, then **To** the Use and Behoof of the said *H. S. C. G. H. G.* and *E. R.* their Executors, Administrators and Assigns, for and during the Term of 1000 Years, thence next and immediately ensuing, fully to be compleat and ended, in Trust to and for all and every the Daughter and Daughters of the said *N. W.* on the Body of the said *M.* to be begotten, in such Manner as hereinafter is mentioned, touching the same Term; And from and after the End or other sooner Determination of the said Term of 1000 Years, then **To** the Use and Behoof of the said *N. W.* his Heirs and Assigns for ever, and to and for

no other Use, Intent or Purpose whatsoever. **Provided** always, and it is hereby declared and agreed by and between all the said Parties to these Presents, That the said Term and Estate of 1000 Years limited to the said *H. S. C. G. H. G.* and *E. R.* as aforesaid is limited upon such Trusts, and to and for such Intents and Purposes as are herein after mentioned, expressed and declared, (that is to say) That in Case there shall be Failure of Issue Male of the Body of the said *N. W.* on the Body of the said *M.* his Wife begotten; Or in Case there shall be Issue Male of the Body of the said *N. W.* on the Body of the said *M.* begotten, and such Issue Male shall die without Issue Male of his or their Body or Bodies begotten, and there shall be one or more Daughter or Daughters between them begotten; Then upon Trust, and to the Intent and Purpose, That they the said *H. S. C. G. H. G.* and *E. R.* their Executors, Administrators or Assigns, shall and ought by Sale or Mortgage of their Estate or Term of 1000 Years, of and in the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises, so to them limited as aforesaid, or of or in a competent or sufficient Part thereof, and by and with the Rents and Profits thereof in the mean time and until such Sale, raise, levy and pay such Sum and Sums of Money for the Portion or Portions and Maintenance of such Daughter or Daughters as are herein after mentioned, that is to say; If there shall be but one such Daughter and no more, then the Sum of 5000*l.* of lawful Money, &c. for the Portion of such only Daughter, to be paid to her when and as soon as she shall attain her Age

Age of twenty-one Years or be married, which shall first happen, with Interest in the mean Time after the Rate of *4l. per Cent. per Annum*, and to commence at such Time as the said Term shall commence, for the Maintenance and Education of such only Daughter; And if there shall be two such Daughters, then the Sum of 6000*l.* of lawful, &c. for the Portions of such two Daughters, to be paid unto and equally divided between them Share and Share alike, as and when they shall respectively attain their several Ages of twenty-one Years, or be married, which shall first happen, with Interest in the mean Time after the Rate of *4l. per Cent. per Annum*, to each of such Daughters, for their respective Portions, to take Commencement as aforesaid for their Maintenance and Education, until they shall respectively attain their several Ages of twenty-one Years or be married as aforesaid; And if there shall be three or more such Daughters, then the Sum of 7000*l.* of lawful Money, &c. to be paid to and equally divided amongst such Daughters Share and Share alike, when and as each and every such Daughter shall attain her respective Age of twenty-one Years or be married, which shall first happen, with the like Interest of *4l. per Cent. per Annum* to each and every such Daughter for their Maintenance and Education, to be computed as aforesaid, until each and every of such Daughters shall respectively attain their several Ages of twenty-one Years, or be married as aforesaid, which shall first happen. **Provided** always, that in Case any of the said Daughters shall happen to die before their said Portions shall become payable by Virtue of these Presents

sents, Then the Portion or Portions and Monies hereby provided and agreed to be paid to her or them so dying, shall go and be paid unto and equally divided amongst the Survivors and Survivor of them, when the original Portion or Portions of such surviving Daughter or Daughters shall become due and payable by Virtue of these Presents; So as the Portion or Portions of the Daughter or Daughters so dying do not in the whole make up above the Sum of 5000*l.* to any one such surviving Daughter, nor more than the Sum of 6000*l.* to any two surviving Daughters, nor more than 7000*l.* to any three or more surviving Daughters. **Provided** also, that in Case all the said Daughters shall happen to die before any of the said Portions shall become payable as aforesaid, Then the said Monies intended to be raised for Portions as aforesaid, or so much thereof as shall be then raised, shall go and be paid to such Person or Persons as shall for the Time being be next in Reversion or Remainder of the said Premises, expectant upon the Determination of the said Term of 1000 Years; And then also the said Monies intended to be raised for Portions as aforesaid, or so much thereof as shall not be then raised, shall not be raised, and the Term hereby created shall cease, for the Benefit of the same Person or Persons in Reversion or Remainder as aforesaid. **Provided** also, that no such Sale or Mortgage shall be made as aforesaid of the said Term and Estate, &c. until some one of the Portions shall become payable by these Presents. **Provided** also, and it is hereby declared and agreed by and between all the said Parties to these Presents, that in Case all the said Daugh-

ters shall happen to die before any or either of their said Portions shall become payable; Or in Case the Sum and Sums of Money herein before appointed to be raised for Portions and Maintenance as aforesaid shall be by the said *H. S. C. G. H. G. and E. R.* their Executors, Administrators or Assigns, raised and levied by the Ways and Means in that Behalf before mentioned; Or in Case all or any of the said Daughters shall be by the said *N. W.* advanced in Marriage with Portions to be by him paid; Or in Case Lands and Tenements of an Estate of Inheritance in Possession shall upon and after the Decease of the said *N. W.* descend and come to the said Daughters and their Heirs, from the said *N. W.* or any of his Ancestors; Or in Case the said *N. W.* in his Life-time, shall in Pursuance and by Virtue of any Power or Authority in and by these Presents given to him, give, limit or appoint any Portion or Portions, Sum or Sums of Money to be paid to such Daughter or Daughters; Then if the said *H. S. C. G. H. G. and E. R.* their Executors, Administrators or Assigns, shall by the Ways and Means aforesaid, raise, levy and pay such and so much Monies only as will make up the Portions so to be by the said *N. W.* given, limited or appointed, or the Estate so to be by him or any of his Ancestors left to descend to the said Daughter or Daughters, or any of them as aforesaid, the full Value of the Portion or Portions hereby to her or them intended, that then and in any of the said Cases so happening, and at all Times from thenceforth, the said Term and Estate of 1000 Years shall cease, determine and be utterly void to all Intents and Purposes; any Thing herein

herein before contained to the contrary thereof in any wise notwithstanding. **Provided** also, and it is hereby further declared and agreed by and between all the said Parties to these Presents, That in Case the said *N. W.* shall have more Sons than one, or shall have but one Son, and one or more Daughter or Daughters begotten on the Body of the said *M.* his Wife, that then and in such Case it shall and may be lawful to and for the said *N. W.* by his last Will and Testament in Writing, or by any other Writing under his Hand and Seal, duly executed in the Presence of two or more credible Witnesses, to grant, limit or charge **All** and singular the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises above mentioned to be hereby conveyed, or any Part or Parcel thereof, for such Term or Number of Years as he shall think fit, for raising and Payment of such Portion and Maintenance for such Daughter and Daughters, and younger Sons, as he shall think reasonable, so as such Portions do not exceed in the whole the Sum of 5000*l.* or for raising or Payment of any Annuity or Annuities for such younger Son or Sons, for their several Life or Lives respectively, so as such Annuity or Annuities do not exceed in the whole the yearly Sum of 400*l.* *per Annum*; But so as such Charges or any of them shall not take Effect, 'till after the Decease of the said *M.* Wife of the said *N. W.* and not before; any Thing herein contained to the contrary notwithstanding. **Provided** also, and it is hereby declared and agreed by and between all the said Parties to these Presents, and the true Intent and Meaning hereof also is, That in

Case the said *N. W.* shall at any Time or Times hereafter during the joint Lives of them the said *N. W.* and *M.* his Wife settle, convey and assure unto the said Trustees, or to the Survivors or Survivor of them, and his or their Heirs, any other Manors, Messuages, Lands, Tenements or Hereditaments in the County of, &c. of as great an yearly Value or more than the said Manors, Lands and Premisses to her the said *M.* descended as aforesaid amounts unto, **To** the same Uses, and upon the like Intents, Trusts and Purposes, as the same are herein before settled, free from all Incumbrances, That then and in such Case, it shall and may be lawful to and for the said *N. W.* and *M.* his Wife, by any Writing or Writings to be signed and sealed by the said *N. W.* and *M.* in the Presence of two or more credible Witnesses to revoke, alter and make void all and every the Use and Uses, Intents, Trusts and Purposes herein before limited, expressed and declared; And to limit and declare any new or other Use or Uses of the said Manors, Messuages, Lands and Premisses above mentioned, or any Part thereof, as they the said *N. W.* and *M.* his Wife shall think fit; any Thing herein contained to the contrary thereof in any wise notwithstanding. **Provided also,** and it is hereby declared and agreed by and between all the said Parties to these Presents, that it shall and may be lawful to and for the said *N. W.* at any Time during his Life, and after his Decease for the said *M.* during her Life, by Indenture under his and her Hand and Seal respectively, to demise or lease to any Person or Persons whatsoever, all and every or any of the said Manors, Messuages, Lands,

Lands, Tenements, Hereditaments and Premises settled as aforesaid, for any Term or Number of Years not exceeding the Term of twenty-one Years in Possession, and not in Reversion, Remainder or Expectancy, so as no such Lease or Leases be made dispunishable of Waste, and so as upon every such Lease so to be made, there be reserved the best and most improved yearly Rent that may be reasonably had or obtained for the Lands so demised, without any Monies or other Thing by Way of Fine or Consideration for such Lease or Leases, payable to such Person and Persons to whom the Freehold and Inheritance of the said Premises so leased shall from Time to Time appertain and belong, pursuant to the Uses herein before limited and declared, with Clauses of Distress and Re-entry for Non-Payment of the Rents so reserved, and so as Counterparts of all and every such Leases be from Time to Time duly made and executed by the several Lessees respectively; any Thing herein before contained to the contrary thereof in any wise notwithstanding. And lastly, the said *T. W.* for himself, his Heirs and Assigns doth covenant and grant to and with the said *H. S.* and *H. G.* their Heirs and Assigns by these Presents, that if the said *N. W.* shall happen to die, leaving Issue Male living at the Time of his Death, That then and in such Case he the said *T. W.* shall and will pay or cause to be paid unto the eldest Son of the said *N. W.* on the Body of the said *M.* his Wife begotten, for the Time being, or to the said *H. S.* and *H. G.* their Heirs and Assigns, In Trust for him, for his better Maintenance and Support, the yearly Sum of 100*l.*

during the joint Lives of them the said *T. W.* *M.* and such eldest Son, clear of all Taxes and Reprises whatsoever. *In Witness, &c.*

A Marriage Settlement revoked, by Virtue of a Proviso or Power of Revocation, in order to a new Settlement and other Uses.

TO all People to whom these Presents shall come, I, *N. W.* of, &c. Esquire send greeting. Know ye, that I the said *N. W.* for divers good Causes and Considerations me hereunto moving, am now minded and resolved to revoke, make void, alter, change and determine all and every the Uses, Estates and Trusts mentioned and declared in and by one Indenture Tripartite, or Deed of Settlement bearing Date, &c. made or mentioned to be made between, &c. or by any other Deed or Deeds whatsoever by me made, either to the aforesaid Persons or any others, of, for or concerning All that the Manor or Lordship of, &c. with the Rights, Members and Appurtenances thereof in the County, &c. and all Messuages, Lands, Tenements, Meadows, Pastures, Feedings, Commons, Ways, Waters, Fishings, Woods, Underwoods, Emoluments and Hereditaments whatsoever to the said Manor or Lordship belonging, or in any wise appertaining, or accepted, reputed or taken as Part, Parcel or Member thereof; And all other the Manors, Messuages, Lands, Tenements and Hereditaments of me said *N. W.* situate, lying and being, &c. And also all and
singular

singular the Messuages, Lands, Tenements and Hereditaments whatsoever of me the said *N. W.* in, &c. particularly specified, mentioned or declared in the said Indenture or Deed of Settlement, or in any other Deed or Writing by me the said *N. W.* made, or mentioned to be made; And to have the full, perfect and absolute Estate in Fee-Simple of all and singular the aforesaid Manors, Messuages, Lands, Tenements, Hereditaments and Premises mentioned and specified in the said Indenture, or any other Deed or Writing by me made touching or concerning the same Premises, be in me the said *N. W.* only, to the Intent and Purpose that I may hereafter dispose of and convey or settle the same in such Manner as I shall think fit and convenient; And according to the Power and Authority to me given and reserved in and by the said recited Indenture, or any other Deed or Writing by me the said *N. W.* made concerning the Premises, or any of them, and according to all and every other Power and Powers, Authority and Authorities which to me in this Behalf doth in any wise belong or appertain, or in any wise enabling me thereunto; **I the said** *N. W.* by this my present Deed in Writing, under my Hand and Seal, subscribed by me with my own Hand, and sealed by me with my Seal, in the Presence of, &c. three credible Witnesses, (or in the Presence of the Witnesses whose Names are hereupon indorsed) **Do** revoke, make void, alter, change and utterly determine all and every other the Use and Uses, Estate and Estates, Trust and Trusts whatsoever, in or by the said recited Indenture or Deed of Settlement, or by any other Deed or Deeds by

me made, declared and limited, touching or concerning the Manors and Premisses above mentioned only in the said Indenture or any other Deed or Writing by me made, declared and limited, specified and contained, and every or any Part thereof; **And** I do hereby declare, That all the Use and Uses, Estate and Estates, Trust and Trusts in and by the said recited Indenture, or any other Deed or Deeds by me made, declared and limited of, for or concerning the Manors and Premisses aforesaid, and every Part and Parcel thereof, shall cease, determine and are and be utterly void and of none Effect; **And** do further limit, declare and appoint, that from henceforth the Use and Uses of all and singular the Manors, Messuages, Lands and Premisses above mentioned, and every Part thereof, **Shall** be unto me the said *N. W.* my Heirs and Assigns for ever, and to no other Use, Intent or Purpose whatsoever; any Limitation in the said Indenture, or any other Deed or Writing by me made, touching or concerning the Premisses or any Part thereof, to the contrary in any wise notwithstanding. **In Witness** whereof I the said *N. W.* have to this my present Deed subscribed my Name with my own Hand, and sealed the same with my Seal, and delivered the same in the Presence of the Witnesses, whose Names are hereon indorsed the Day of, *Ec.* in the Year of our Lord, *Ec.* and in the Year of the Reign, *Ec.*

The Uses of a Settlement, with a Term for ninety-nine Years declared and limited for Daughters Portions, in another different Method, with a special Covenant for the Husband to leave his Heir 200 l. per Annum, &c.

AS for and concerning all and singular the said Messuages, Lands, Tenements, Hereditaments and other the Premisses situate, &c. **To** the Use and Behoof of the said J. S. for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste; And from and immediately after the Determination of that Estate, **To** the Use and Behoof of the said R. B. and G. J. and their Heirs during the Life of the said J. S. upon Trust for preserving the contingent Uses and Estates herein after limited, and for that Purpose to make Entries or bring Actions as the Case shall require; but nevertheless to permit the said J. S. during his Life to receive the Rents and Profits of the said Premisses for his own Use and Benefit; And from and immediately after the Decease of the said J. S. Then as for and concerning **All** that Messuage or Tenement called, &c. and all those Pieces or Parcels of Meadow and Pasture Ground, situate, lying and being, &c. and being Parcel of the Premisses above mentioned, **To** the Use and Behoof of the said A. T. intended Wife of the said J. S. for and during the Term of her natural Life, for and in the Name of her Jointure, and in full Satisfaction

tisfaction and Bar of her Dower, which she may or otherwise might claim in all or any of the Manors, Lands, Tenements or Hereditaments of the said *J. S.* her intended Husband; And also from and after the Decease of the said *J. S.* As for and concerning **All** the said Messuages, Lands, Tenements and Premisses, situate in, &c. aforesaid, now in the Tenure or Occupation, of, &c. (other than the said Messuage or Tenement and Land herein before limited to the said *A. T.* for her Jointure) **To** the Use and Behoof of the said *E. R. H. S. C. G.* and *R. S.* their Executors, Administrators and Assigns for and during the Term of sixty Years, to be accounted from the Death of the said *J. S.* and from thenceforth fully to be compleat and ended, If the said *A. T.* shall so long live; Nevertheless upon such Trusts, and to and for such Intents and Purposes, as are or shall be mentioned, expressed, limited or declared concerning the said Premisses, in and by one Indenture Tripartite bearing Date or intended to bear Date the Day of the Date hereof, and made or mentioned to be made between the said *J. S.* of the first Part, the said *A. T.* of the second Part and the said *E. R. H. S. C. G.* and *R. S.* of the third Part; And from and after the Expiration, Surrender, Ceasing or other Determination of the said Term of sixty Years, **To** the Use and Behoof of the said *A. T.* for and during her natural Life for Increase of her Jointure; And from and immediately after the Deceases of the Survivor of them the said *J. S.* and *A. T.* **As** to, for and concerning all and singular the said Messuages, Lands, Tenements, Hereditaments and Premisses above mentioned, **To** the Use and

and Behoof of the first Son of the said *J. S.* on the Body of the said *A.* to be begotten, and the Heirs Males of the Body of such first Son lawfully issuing; And for Default of such Issue, **To** to the Use and Behoof of the second Son of the said *J. S.* on the Body of the said *A.* to be begotten, &c. And for Default of such Issue, **To** the Use and Behoof of the third Son, &c. And for Default of such Issue, **To** the Use and Behoof of the fourth, fifth, sixth, seventh and all other the Sons of the said *J. S.* on the Body of the said *A.* to be begotten, severally and successively one after another, as they shall be in Order and Seniority of Age, and Priority of Birth, and the several Heirs Males of their several and respective Bodies lawfully to be begotten; the elder of the said Sons and the Heirs Males of his Body being always preferred and to take before the younger of the said Sons and the Heirs Males of their Bodies; And for Default of such Issue, **To** the Use and Behoof of the said *E. R. H. S. C. G.* and *R. S.* their Executors, Administrators and Assigns, for and during the Term of ninety-nine Years, from thence next ensuing fully to be compleat and ended, without Impeachment of Waste; Upon such Trusts and to and for such Intents and Purposes, as are herein after mentioned and declared concerning the same Term; And from and after the End, Surrender or other Determination of the said Term of ninety-nine Years, then **To** the Use and Behoof of the said *J. S.* his Heirs and Assigns for ever. **And** it is hereby declared and agreed by and between all the said Parties to these Presents,
and

and the true Intent and Meaning of them and these Presents is, That the said Term and Estate so limited to the said *E. R. H. S. C. G.* and *R. S.* their Executors, Administrators and Assigns, for the said Term of ninety-nine Years as aforesaid, is upon this special Trust and Confidence, and to the Intent and Purpose, That in Case the said *J. S.* shall have any one or more Daughter or Daughters begotten on the Body of the said *A. T.* which shall be living at the Time of the Commencement of the said Term of ninety-nine Years, That then they the said *E. R. H. S. C. G.* and *R. S.* or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, shall by, with and out of the Rents, Issues and Profits of the said Messuages, Lands and Premises to them limited for the said Term of ninety-nine Years, or by Sale or Demise thereof, or of any Part thereof, for all or any Part of the said Term, or by all or any of the said Ways or Means, as to them in their Discretions shall seem fit, levy and raise the Sum of 3000*l.* for the Portion or Portions of such Daughter or Daughters, to be paid in such Manner and Form as herein after is mentioned, (that is to say) In Case there shall be one such Daughter, and no more, then the said Sum of 3000*l.* of lawful Money, &c. shall be levied and raised for the Portion of such one Daughter; And if there shall be two or more such Daughters, then the said Sum of 3000*l.* shall be levied and raised for the Portions of such two or more Daughters, to be equally divided amongst all the said Daughters; which said Portion or Portions shall be paid unto such Daughter or Daughters, who shall be unmarried,

and Jointures of Lands, &c. 509

ried, or under the Age of twenty-one Years at the Time of the Commencement of the said Term of ninety-nine Years, at the Day or Days of her or their respective Marriage or Marriages, or at her or their Age or Ages of twenty-one Years, which shall first happen: **But** if any of the said Daughters shall be married, or shall have attained the said Age of twenty-one Years before the Commencement of the said Term, Then the Portion or Portions of such Daughter or Daughters, which shall be so married or have attained her said Age of twenty-one Years, before the Commencement of the said Term of ninety-nine Years, shall be paid unto her or them respectively so soon after the Commencement of the said Term as the same can or may be raised. **And upon this further Trust** and Confidence, that after the said Sum of 3000 *l.* shall be raised and levied by the said Trustees for the Portion or Portions of such Daughter or Daughters as aforesaid, together with all Charges in or about the levying or raising thereof; Or in Case any Person or Persons to whom any Estate is herein before limited in Remainder of the said Premises, shall pay the same within the respective Time and Times limited for Payment thereof; That then at any Time after, as also in Case there shall be no such Daughter or Daughters at the Time of the Commencement of the said Term and Estate for ninety-nine Years, they the said *E. R. H. S. C. G.* and *R. S.* their Executors, Administrators and Assigns, shall and will at the reasonable Request, and proper Cost and Charges of such Person or Persons to whom the next and immediate Estate for the Time being,

of and in the Premisses expectant upon the Determination of the said Term of ninety-nine Years shall by the true Intent and Meaning of these Presents belong or appertain, surrender and yield up the said Estate and Term of Years unto such Person or Persons so requiring the same. **Provided** always, and is agreed and declared by and between the said Parties to these Presents, that it shall and may be lawful to and for the said *J. S.* from Time to Time during his Life, by any Writing or Writings under his Hand and Seal, to demise, grant or lease all or any of the Messuages, Lands, Tenements, Hereditaments and Premisses above mentioned to any Person or Persons whatsoever for the Term of twenty-one Years, or for any Term or Number of Years not exceeding 21 Years in Possession; or for one, two or three Life or Lives, or any Number of Years determinable upon one, two or three Life or Lives in Possession; So as upon every such Lease or Leases so much yearly Rent as is now reserved, yielded or paid for the same, or more, or a proportionable Part of such Rent, where only Part of the Premisses now letten shall be demised, shall be reserved to continue due and payable during the said several Demises and Leases. **And** the said *J. S.* for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant, promise and grant to and with the said *E. R. H. S. C. G.* and *R. S.* their Executors and Administrators, by these Presents, That over and besides the Messuages, Lands, Tenements, Hereditaments and Premisses in and by these Presents settled or agreed or intended to be settled to and upon the first and other Sons of the said *J. S.* to be begotten on

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the Body of the said *A. T.* as aforesaid, he the said *J. S.* shall and will either leave to descend unto, or by good and sufficient Conveyances and Assurances executed in his Life-time, settle upon the eldest Son and Heir of the said *J. S.* begotten on the Body of the said *A. T.* or other Heir Male of the Body of the said *J. S.* begotten on the Body of the said *A.* Lands and Hereditaments in Fee-Simple or in Tail General or Special of the clear yearly Value of 200*l.* *per Annum*, over and above all Charges and Reprizes (publick Taxes excepted) lying and being in the County of, &c. aforesaid; Which said Lands and Hereditaments of the yearly Value of 200*l.* as aforesaid, shall come to such Son or other Heir Male of the Body of the said *J. S.* begotten on the Body of the said *A.* in Possession, either immediately after the Decease of the said *J. S.* or after the Decease of the said *J. S.* and of such Woman as shall be his Wife at the Time of his Decease. **And further,** the said *J. S.* for himself, his Heirs, Executors, Administrators and Assigns doth covenant, promise and grant to and with the said *E. R. H. S. C. G.* and *R. S.* their Executors and Administrators, that the said Messuages, Lands, Tenements and Hereditaments herein before mentioned to be conveyed and settled in Manner aforesaid, now are of the clear yearly Value of 500*l.* *per Annum*, over and above all Reprizes (except publick Taxes) and so shall continue for ever hereafter, notwithstanding any Act, Matter or Thing whatsoever done or to be done, or wittingly suffered by him the said *J. S.* (Here to follow *Covenants* from *J. S.* that he is seised in Fee, hath Power to convey, settle and

and assure the Premisses, and that the same shall remain and continue to the Uses, free from all Incumbrances, and for further Assurance.) In witness, &c.

*Proviso*es in Settlements, in Favour of the eldest Son on the Wife's marrying again, to alter Uses limited to Sons, or Portions to Daughters, so as not to go from the others, and that a Person on whom Lands are settled shall take upon him such a Surname, and pay a Daughter's Portion.

PROVIDED always, and upon this Condition, and to the further Use, Intent and Purpose, That if the said J. S. shall happen to die leaving a Son or Sons of his Body on the Body of the said A. begotten, and the said A. shall him survive, and after intermarry with any other Person or Persons whatsoever, that then and immediately after the said Marriage, as for and concerning one full fourth Part (in four Parts to be divided) of all and singular the said Messuages, Lands, Tenements, Hereditaments and Premisses so limited and appointed to and for the Jointure of the said A. as aforesaid, the Use and Uses, Estate and Estates thereof limited to the said A. shall cease, determine and be utterly void; And that from thenceforth they the said R. B. and G. J. and the Survivor of them, his or their Heirs and Assigns, shall stand and be seised of the full fourth Part of the said Messuages, Lands, Tenements, Hereditaments and Premisses above mentioned, from and immediately after such

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Intermarriage of the said *A.* as aforesaid, To the Use and Behoof of the eldest Son of the said *J. S.* on the Body of the said *A.* begotten, for and during the Term of the natural Life of the said *A.* for his Maintenance and Support; any Thing herein contained to the contrary thereof in any wise notwithstanding.

Provided also, and it is covenanted, granted, concluded and agreed by and between all the said Parties to these Presents, that it shall and may be lawful to and for the said *J. S.* from Time to Time, and at any Time or Times during his Life, having more Sons than one by him begotten upon the Body of the said *A.* then living, and not in any other Case, by any Deed or Deeds, Writing or Writings to be subscribed and sealed by him in the Presence of two or more credible Witnesses, to revoke, make void, alter or transpose all and every or any the Uses and Estates herein before limited or appointed to the Sons of the said *J. S.* on the Body of the said *A.* begotten or to be begotten, and the Heirs Males of their Bodies; so as by the same Writing or Writings, new Uses instead thereof are declared, limited or appointed, of the said Messuages, Lands and Premises above mentioned, to some or one of the Sons of the said *J. S.* begotten on the Body of the said *A.* and the Heirs Males of his or their Body or Bodies, to take Place where the said Uses thereof so revoked, made void or altered, should have taken Place, in Case no such Deed or Writing had been made; and so that no Use or Uses be thereby limited to any other Person or Persons than to some or one of the Sons of the said *J. S.* begotten on the Body of the said *A.* as aforesaid: And immediately from

and after such Revocation, making void or Alteration, and Declaration, Limitation or Appointment of any new Use or Uses as aforesaid, the said R. B. and G. J. and their Heirs shall stand and be seised of all and singular the said Premisses, with the Appurtenances, whereof such Revocation or Alteration shall be so made, from and immediately after the respective Determinations of the other Estates of the same Premisses herein before limited in Use, preceding the Estate thereof limited to the said J. S. and not intended nor mentioned to be revocable, **To** such Use or Uses, and in such Manner, as in and by the said Writing or Writings declaring, limiting or appointing such new or other Uses in Manner as aforesaid, shall be declared, limited or appointed. **Provided also,** and it is hereby further covenanted, granted and agreed by and between all the said Parties to these Presents, That it shall and may be lawful to and for the said J. S. by his Deed or Writing to be subscribed and sealed by him in the Presence of two or more credible Witnesses, to lessen or alter any of the said Portions hereby appointed to and for his said Daughters and younger Sons as aforesaid, so as in and by any such Deed or Writing, lessening or altering any such Portion or Sum of Money, the Sum or Sums so taken off from any such Portion or Portions be added to the Portion or Portions of some one or more of the said Children of the said J. S. and not otherwise.

And provided also, and upon Condition, that as well the said J. R. and his Heirs, as also all and every the Heirs of the Body of the said T. W. which shall hold and enjoy the said Manor, Messuages, Lands, Tenements, Heredi-

reditaments and Premisses above mentioned, or any Part thereof, by Virtue of these Presents or any Limitation or Uses herein contained, shall from Time to Time, and at all Times hereafter, severally and respectively, as far as in him or them lies, take upon them and bear for his or their Surname or Names, and write him or themselves by the Name of S. or otherwise upon any wilful Default made thereof by him the said J. R. or any of his Heirs, or any of the Heirs of the Body of the said T. W. the Estate of him or them making such Default shall cease and be void. **Provided also,** and it is agreed by and between the said Parties to these Presents, that if the said T. W. shall have Issue a Son and a Daughter living at the Death of him the said T. W. and that the said Daughter shall happen to live until she or the said Son shall have attained the full Age of twenty-one Years; That then such Son of the said T. W. shall pay or cause to be paid out of the said Messuages, Lands and Premisses, unto his said Sister at such Time as such Son shall accomplish the Age of twenty-one Years, or at such Time as she shall accomplish the said Age of twenty-one Years, which of these Times shall first happen, the full Sum of, £c. of lawful Money, &c. or in Default of Payment thereof, or any Part thereof, it shall and may be lawful to and for such Daughter and her Assigns to enter into all and singular the said Messuages, Lands and Premisses, not before limited to the said, &c. Wife of the said T. W. And to hold and enjoy the same, and receive the Rents and Profits thereof, until the said Sum of, &c. with Damages for Non-payment thereof shall be

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levied and satisfied; any Thing herein contained to the contrary notwithstanding.

A Jointure settled on a Wife by the Husband of several Messuages or Tenements and Lands, with Covenant that the Jointress and her Sons shall quietly enjoy the Premisses, and other usual Covenants, but without any Terms limited or other Provisions for Daughters.

THIS Indenture made, &c. Between F. R. of, &c. of the one Part, and H. J. of, &c. D. J. (Daughter of the said H. J.) and G. C. of, &c. of the other Part. **Whereas** a Marriage is intended by God's Permission shortly to be had and solemnized between the said F. R. and the said D. J. one of the Daughters of the said H. J. **Now this Indenture witnesseth**, that in Consideration of the said Marriage, and of the Sum of 1000 l. of lawful Money, &c. to the said F. R. in Hand paid by the said H. J. at or before the Sealing and Delivery of these Presents, for the Marriage Portion of the said D. his Daughter, the Receipt whereof the said F. R. doth hereby acknowledge, and thereof and of every Part thereof doth acquit and discharge the said H. J. his Heirs, Executors and Administrators for ever by these Presents, and for the making, settling and assuring a competent Jointure and Maintenance for the said D. J. during her Life, and also for the settling, conveying and assuring of the Messuages, Lands, Tenements, Hereditaments and Premisses herein after mentioned

tioned, to the several Uses, Intents and Purposes herein after mentioned, limited and declared, and for divers other good Causes and Considerations the said *F. R.* thereunto moving, he the said *F. R.* hath granted, bargained, sold, aliened, released and confirmed, and by these Presents doth grant, &c. unto the said *H. J.* and *G. C.* (in their actual Possession now being by Virtue of a Bargain and Sale to them thereof made for one Year, &c.) and to their Heirs and Assigns for ever, All that Messuage or Tenement commonly called, &c. situate, standing and being in, &c. and now in the Possession of, &c. And also All that Messuage or Tenement, situate, &c. now or late in the Tenure or Occupation of, &c. And also All those six Pieces or Parcels of Arable Land, Meadow and Pasture, called, &c. lying and being, &c. containing by Estimation thirty-five Acres, be the same more or less, now or late in the Tenure or Occupation of, &c. And also all other the Messuages, Lands, Tenements and Hereditaments of the said *F. R.* situate, lying and being in, &c. in the County, &c. aforesaid; And all Houses, Buildings, Barns, Stables, Gardens, Orchards, Lands, Meadows, Commons, Pastures, Feedings, Trees, Woods, Underwoods, Ways, Paths, Waters, Watercourses, Easements, Commodities, Advantages, Emoluments and Hereditaments whatsoever, to the said Messuages or Tenements and Premises belonging or in any wise appertaining, or which now are or formerly have been accepted, reputed, taken or known as Part, Parcel or Member thereof, or of any Part thereof; And also the Reversion and Reversions, Remainder and Remainders,

Rents, Services and Profits of all and singular the said Messuages, Lands and Premisses hereby granted and released, or mentioned to be granted and released, and of every Part and Parcel thereof; And also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said *F. R.* either in Law or Equity, of, in and to all and singular the said Premisses above mentioned, and of, in and to every Part and Parcel thereof, with their and every of their Appurtenances; **To have and to hold** the said Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premisses hereby granted and released, or mentioned or intended to be hereby granted and released, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said *H. J.* and *G. C.* their Heirs and Assigns, **To** the several Uses, Intents and Purposes herein after mentioned, limited, expressed and declared, (that is to say) **As for and concerning** all and singular the said Messuages, Lands, Tenements and Premisses above mentioned to be hereby granted and released, with their and every of their Appurtenances, **To** the Use and Behoof of the said *F. R.* for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste; And from and after the Determination of that Estate, by Forfeiture, or otherwise, **To** the Use and Behoof of the said *H. J.* and *G. C.* and their Heirs for and during the natural Life of the said *F. R.* in Trust to preserve the contingent Uses and Estates herein after limited from being defeated or destroyed, and for that Purpose to make Entries or bring Actions, as the Case shall require; but never-

nevertheless to permit and suffer the said *F. R.* to receive and take the Rents, Issues and Profits of all and singular the said Premisses during his Life ; And from and immediately after the Decease of the said *F. R.* then **As for and concerning** the said Messuage or Tenement, situate, &c. with all the Edifices, Buildings, Barns, Stables, Orchards, Gardens, Backsides, Ways, Profits, Commodities and Appurtenances to the same belonging, now in the Tenure or Occupation of the said, &c. And all those six Pieces or Parcels of Arable Land, Meadow and Pasture, containing thirty-five Acres, above mentioned, now or late in the Occupation of the said, &c. **To** the Use and Behoof of the said *D. J.* intended Wife of the said *F. R.* for and during the Term of her natural Life, for her Jointure, and in full Recompence and Satisfaction of her Dower and Thirds which she may or otherwise might claim to have in all or any of the Lands, Tenements or Hereditaments of the said *F. R.* her intended Husband ; **And** as well for and concerning the same Premisses so limited to the said *D.* for her Jointure as aforesaid, from and immediately after the Decease of the said *D. J.* **As also** for and concerning the said Messuage or Tenement commonly called, &c. situate and being in, &c. now in the Possession of the said, &c. and all and singular other the Messuages, Lands, Tenements, Hereditaments and Premisses herein before mentioned to be hereby granted, and which are not limited to the said *D. J.* for her Jointure, from and immediately after the said Decease of the said *F. R.* **To** the Use and Behoof of the first Son of the said *F. R.* on the Body of the said

D. lawfully to be begotten, and the Heirs of the Body of such first Son lawfully issuing; And for Default of such Issue, **To** the Use and Behoof of the second Son of the said *F. R.* &c. (in like Manner to the fourth Son) And for Default of such Issue, **To** the Use and Behoof of the fourth, fifth, sixth, seventh, eighth, ninth and tenth, and all other the Sons of the said *F. R.* on the Body of the said *D.* lawfully to be begotten, severally and successively one after another, as they and every of them shall be in Seniority of Age and Priority of Birth, and of the several Heirs of their several and respective Bodies lawfully issuing; the elder of the said Sons and the Heirs of his Body being always preferred before the younger of such Sons and the Heirs of their Bodies; And for Default of such Issue, **To** the Use and Behoof of the said *F. R.* his Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever. **And** the said *F. R.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant to and with the said *H. J.* and *G. C.* their Heirs and Assigns by these Presents, in Manner and Form following, that is to say, That he the said *F. R.* at the Time of the Sealing and Delivery of these Presents, is the true and lawful Owner and Proprietor of all and singular the said Messuages, Lands, Tenements and Premises hereby granted and released, or intended to be granted and released, and of every Part and Parcel thereof, with the Appurtenances; **And** now is lawfully, rightfully and absolutely seised of the said Messuages and Premises, and of every Part and Parcel thereof, with the Appurtenances, of a good, sure, perfect, absolute

lute and indefeasible Estate of Inheritance in Fee-Simple, without any Manner of Condition, Trust, Limitation of Use or Uses, or other Matter, Cause or Thing whatsoever, to alter, change or determine, or which may any ways hinder the arising of any of the Uses herein before mentioned or intended to be limited concerning the same; **And** that he the said *F. R.* now hath good Right, full Power and lawful Authority to convey, settle and assure all and singular the same Premises, and every Part thereof with the Appurtenances, to the Uses and in Manner and Form aforesaid. **And also**, that from and after the Decease of the said *F. R.* she the said *D.* and her Assigns during her Life, and the said several Sons of the said *F. R.* on the Body of the said *D.* begotten, and the Heirs of their several Bodies, according to the true Intent and Meaning of these Presents, and the Limitations herein before mentioned, shall and may from Time to Time and at all Times, during the Continuance of all their several and respective Estates hereby limited, or mentioned or intended to be limited, peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises hereby to them respectively limited, with their and every of their Appurtenances, without the lawful Let, Trouble, Interruption, Eviction or Ejection of any Person or Persons whatsoever; **And** that free and clear and freely, clearly and absolutely acquitted and discharged of and from all and all Manner of former and other Bargains, Sales, Gifts, Grants, Devises, Uses, Jointures, Dowers, Intails, Leases, Mortgages, Judgments, Statutes,

tures, Recognizances, Executions, Rents and Arrearages of Rent, Charges, Estates, Rights, Titles, Troubles and Incumbrances whatsoever, (except one Lease of Part of the said Premises made by the said *F. R.* unto, &c. by Indenture bearing Date, &c.) **And further,** that he the said *F. R.* and all and every other Person and Persons whatsoever having or lawfully claiming, or which shall or may have or lawfully claim any Estate, Right, Title or Interest of, in or to the said Messuages, Lands and Premises hereby granted or mentioned to be granted and released, (except only the said Lessee whose Estate and Interest is herein before excepted) shall and will from Time to Time and at all Times hereafter, upon the reasonable Request of the said *H. J.* and *G. C.* or their Heirs, make, do, acknowledge, levy, execute and suffer, or cause to be made, done, acknowledged, levied, executed and suffered all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Devise and Devises, Conveyances and Assurances in the Law whatsoever, for the further, better and more perfect conveying, settling and assuring of the said Messuages, Lands, Tenements, Hereditaments and Premises above mentioned to be hereby granted, with the Appurtenances, **To** and for the several Uses herein before mentioned, expressed and declared, be it by Fine or Fines, Feoffment, Deed inrolled or not inrolled, common Recovery or Recoveries, Release and Confirmation, or by all or any of the said Ways, or by any other Ways or Means whatsoever, as by the said *H. J.* and *G. C.* their Heirs or Assigns, or their or any of their Counsel learned in the Law shall

shall be reasonably devised or advised and required. In Witness, &c.

A Conveyance and Settlement to the Use of a Man and his Wife for their Lives, and the Heirs of his Body, with Remainder to the Husband's right Heirs, made to the Parties themselves without Trustees.

THIS Indenture made, &c. Between J. K. of, &c. and T. K. of, &c. Son of the said J. K. of the one Part, and W. K. of, &c. and M. his Wife of the other Part, Witnesseth, that the said J. K. and T. K. for and in Consideration of the Sum of, &c. of lawful Money, &c. to them in Hand paid by the said W. K. and M. his Wife, at or before the Sealing and Delivery of these Presents, the Receipt whereof they do hereby acknowledge, and thereof and of every Part thereof do acquit, release and for ever discharge the said W. K. and M. his Wife, their Heirs, Executors and Administrators by these Presents, and for divers other good Causes and Considerations them thereunto moving, They the said J. K. and T. K. Have granted, bargained, sold, aliened, enfeoffed and confirmed, and by these Presents do fully and absolutely grant, &c. unto the said W. K. and M. his Wife, and the Heirs of the said W. All that Messuage or Tenement now in the Tenure or Occupation of, &c. situate, standing and being, &c. together with the Barn, Stable, Outhouses, Edifices, Building, Gardens, Backsides, Rooms, Chambers

Chambers, Lights, Easements, Ways, Waters, Commons, Commodities, Hereditaments and Appurtenances to the said Messuage or Tenement belonging or in any wise appertaining; And the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits thereof, and of every Part thereof; And also all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of them the said *J. K.* and *T. K.* of, in and to the same Premises, and every or any Part or Parcel thereof; together with all Deeds, Evidences and Writings concerning only the said Premises or any Part thereof, which the said *J. K.* and *T. K.* or either of them have in their Custody or can come by without Suit in Law; **To have and to hold** the said Messuage or Tenement and all and singular the Premises hereby bargained, sold, aliened, infeoffed and confirmed, or mentioned or intended to be bargained, sold, aliened, infeoffed and confirmed, and every Part and Parcel thereof, with the Appurtenances, unto the said *W. K.* and *M.* his Wife, and the Heirs of him the said *W.* **To** the Uses herein after limited, expressed and declared, (that is to say) **To** the Use and behoof of the said *W. K.* and *M.* his Wife, for and during the Term of their natural Lives, and the Life of the longest Liver of them; And from and after their Decease, **To** the Use and Behoof of the Heirs of the Body of the said *W. K.* on the Body of the said *M.* begotten and to be begotten; And for Want of such Issue, the Reversion and Remainder thereof, **To** the Use and Behoof of the right Heirs of the said *W. K.* for ever, and to none other Use, Intent or Purpose whatsoever, **To** be holden of the

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chief Lord or Lords of the Fee or Fees of the Premisses, by the Rent and Services therefore due and of Right accustomed. **And** the said *J. K.* and *T. K.* for themselves and either of them, their and either of their Heirs, Executors and Administrators, and for every of them, do covenant, promise and grant to and with the said *W. K.* and *M.* his Wife, and the Heirs of the said *W. K.* and every of them by these Presents, in Manner and Form following, that is to say, That they the said *J. K.* and *T. K.* at and before the Sealing and Delivery of these Presents, are or one of them is the true and lawful Owner or Owners of the said Messuage or Tenement and Premisses above mentioned to be hereby granted, bargained and sold; **And** are thereof and of every Part and Parcel thereof, with the Appurtenances, lawfully and rightfully seised in their or one of their own Rights in Demesne as of Fee-Simple, without any Manner of Condition, Limitation of Use or Uses, or other Matter or Thing whatsoever, to alter, change, charge or determine the same; **And** that they the said *J. K.* and *T. K.* now have or one of them hath full Power, good Right and lawful Authority to convey and assure the said Messuage or Tenement and Premisses unto the said *W. K.* and *M.* his Wife, and the Heirs of the said *W. K.* **To** the Uses herein before limited and declared, according to the true Intent and Meaning of these Presents; **And** also, that they the said *W. K.* and *M.* his Wife, and the Heirs of the said *W.* shall and lawfully may from Time to Time and at all Times for ever hereafter quietly and peaceably, have, hold, occupy, possess and enjoy

enjoy the said Messuage or Tenement and other the Premisses above mentioned, and every Part and Parcel thereof with the Appurtenances, **&c.** and for the Uses aforesaid, without the Let, Suit, Trouble, Eviction, Molestation or Interruption of the said *J. K.* and *T. K.* or either of them, their or either of their Heirs or Assigns, or of any other Person or Persons whatsoever, lawfully claiming or to claim from, by or under them, or either or any of them; or by, from or under, **&c.** of whom the said Messuage and Premisses were purchased; **And that** absolutely acquitted, freed and discharged of and from all former and other Gifts, Grants, Bargains, Sales, Leases, Mortgages, Uses, Wills, Intails, Statutes, Recognizances, Judgments, Executions, Arrears of Rent, Jointures, Dowers, Right and Title of Dower and Thirds, and also of and from all other Estates, Rights, Titles, Troubles, Charges and Incumbrances whatsoever, had, made, committed, done or suffered, or to be had, made, committed, done or suffered by the said *J. K.* and *T. K.* or the said, **&c.** or any of them, their or any of their Heirs or Assigns, or any other Person or Persons lawfully claiming from, by or under them or any of them. **And further,** that they the said *J. K.* and *T. K.* and *J.* the now Wife of the said *J. K.* shall and will at the Request, Costs and Charges in the Law of the said *W. K.* and *M.* his Wife, on this Side and before, **&c.** Term next ensuing, acknowledge and levy in due Form of Law before his Majesty's Justices of the Court of Common Pleas at *Westminster* one Fine *Sur Connaissance de Droit come ceo*, **&c.** with Proclamations to be thereupon had according to the

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Form of the Statute in that Case made, of **All** and singular the said Messuage or Tenement and Premisses above mentioned, with the Appurtenances, unto the said *W. K.* and *M.* his Wife, and the Heirs of him the said *W.* by the Name or Names of, &c. in, &c. aforesaid; And shall and will at all Times hereafter upon the like reasonable Request, and at the Costs and Charges of the said *W. K.* and *M.* his Wife, or the Heirs of the said *W. K.* make, do and execute such further and other lawful and reasonable Act and Acts, Thing and Things, Conveyance and Conveyances in the Law whatsoever, for the further, better and more perfect assuring, conveying and confirming of the said Messuage, Tenement and Premisses with the Appurtenances unto the said *W. K.* and *M.* his Wife, and the Heirs of him the said *W.* **To** and for the Uses above mentioned, according to the true Intent and Meaning of these Presents, as by the said *W. K.* and *M.* his Wife, and the Heirs of the said *W. K.* or by his or their Counsel learned in the Law, shall be reasonably devised or advised and required; **All** which said further Assurances and Conveyances to be had, made and executed, and the said Fine so as aforesaid to be levied of the said Messuage or Tenement and Premisses, **Shall** be and enure, and shall be deemed, taken and construed to be and enure, **To** the Uses, Intents and Purposes herein before mentioned and declared, and to and for none other Use, Intent or Purpose whatsoever. **In** Witness, &c.

A very short Marriage Settlement to Uses, first to the Husband for Life, then to the Wife during Life for her Jointure, and after to the first and other Sons in Tail, &c. with no Covenants, but against Incumbrances.

THIS Indenture made, &c. Between *A. B.* of, &c. of the one Part, and *T. E.* of, &c. of the other Part, Witnesseth, that in Consideration of the Marriage had and solemnized between the said *A. B.* and *S.* his now Wife, Daughter of, &c. deceased, and of a Portion of 3000 *l.* in Money by him received with the said *S.* and for the Settling and Assuring of the Manor, Lands and Hereditaments herein after mentioned, To the Uses herein after expressed and declared, He the said *A. B.* hath granted, released and confirmed, and by these Presents for him and his Heirs Doth grant, release and confirm, unto the said *T. E.* his Heirs and Assigns, (in his actual Possession now being by Virtue of a Bargain and Sale, &c.) All that the Manor of, &c. and all those Messuages, &c. with the Rights, Members and Appurtenances thereof in, &c. and all Messuages, Lands, Tenements, Meadows, Pastures, Feedings, Commons, Ways, Waters, &c. to the said Manor belonging or in any wise appertaining, or which now are or formerly have been accepted, reputed or taken as Part, Parcel or Member thereof; And also the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits thereof, and of every Part and Parcel thereof, with the

the Appurtenances; and also all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of him the said *A. B.* of, in and to all and singular the said Premises, and every Part and Parcel thereof; **To have and to hold** the said Manor, Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises hereby granted and released, or mentioned to be granted and released, with their and every of their Appurtenances, unto the said *T. E.* his Heirs and Assigns for ever, To the several Uses herein after mentioned, (that is to say) **To** the Use and Behoof of the said *A. B.* for and during the Term of his natural life, without Impeachment of or for any Manner of Waste; And from and after his Decease, **To** the Use and Behoof of the said *S.* his Wife, for and during the Term of her natural Life, for her Jointure and in lieu and Satisfaction of her Dower; And from and after the Decease of the Survivor of them the said *A. B.* and *S.* his Wife, **To** the Use and Behoof of *C. B.* eldest Son and Heir apparent of the said *A. B.* and the Heirs Males of the Body of the said *C. B.* lawfully to be begotten; And for Default of such Issue, **To** the Use and Behoof the second Son of the said *A. B.* on the Body of the said *S.* begotten, or to be begotten, and the Heirs Males of the Body of such second Son lawfully to be begotten; And for Default of such Issue **To** the Use and Behoof of the third son of the said *A. B.* on the Body of the said *S.* begotten, &c. (So to the third, fourth, fifth, sixth, seventh, and all and every other Son and Sons); And for Default of such Issue, **To** the Use and Behoof of the right Heirs of the

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said *A. B.* for ever. And the said *A. B.* for himself his Executors and Administrators doth covenant and grant to and with the said *T. E.* his Executors, Administrators and Assigns, by these Presents, that he the said *A. B.* hath not done or committed any Act or Thing, whereby the said Manor, Lands and Premises are or may be impeached or incumbered, in Title, Charge, Estate or otherwise howsoever, (one lease made of, &c. unto, &c. and a certain Demise or Mortgage made for the Payment of the Sum of, &c. and Interest for the same only excepted). In Witness, &c.

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Ex & L
12/20/27

